EXHIBIT 64

EXH. "1"

PARTICIPATION SCHEDULE OF TERMS TO MASTER JOINT PARTICIPATION AGREEMENT ("PARTICIPATION AGREEMENT") DATED AUGUST 2, 2010 BETWEEN TRI GLOBAL FINANCIAL SERVICES, INC. ("Seller") AND CAPITAL ONE TAXI MEDALLION FINANCE

| Name of Loan Borrower: | Name of Guarantor(s): Symon Garbon |
|---|--|
| BONUS TAXI INC | Misson Slite Cale Com |
| | mongo cire care co-20 |
| Loan Amount to Borrower: \$ 1200 000.00 | Name of Guarantor(s): Symon Garber Chicago Elite Cab Cozo Loan Maturity Date: September 10,2012 |
| | |
| Participant's Investment: \$_120000.00 | Participant Percentage: 100% |
| | |
| Loan Interest Rate: 3.75% | Seller Interest Rate: 3, 49 % (if fixed rate) |
| | check here if variable rate and complete |
| | |
| | variable rate addendum |
| | |
| Monthly Loan Payment: \$ 3750, 00 from | Term of Loan in months: 36 |
| Borrower | Amortization period if different than Term |
| Interest Only: Yes (No) (check one) | Interest Only |
| if interest only: Minimum Medallion Value | - and the state of |
| in interest only. Williamin Wicdainon Value | / |
| 2 | |
| Monthly Payment due COTMF | Other Terms: |
| | |
| s 3490.00 | |
| | |
| | |

Participant hereby acquires the Participation Percentage referenced above in the Loan to the Borrower, pursuant to the Assignment and Transfer executed together herewith, all according to the economic terms reflected above. The terms of the Participation Agreement are incorporated into this Schedule by reference. Capitalized terms on this Schedule shall have the meaning given to them in the Participation Agreement. In the event of any conflict between the terms of this Schedule and the Master Joint Participation Agreement, then the Master Joint Participation Agreement shall govern. If the Amortization period exceeds the Term of the Loan, then the

| Loan is due and payable on the Loan Mattin | ty Date. |
|--|------------------------------------|
| TRI GLOBAL FINANCIAL | CAPITAL ONE TAXI MEDALLION FINANCE |
| SERVICES, INC. | |
| By: Moula ti | By: |
| Name: DAMIELLA ITIN | Name: Sulvatore Chierico |
| Title: VP | Title: |
| Date: AUGUST 21, 2012 | Date: 8 21-/1 |
| | |

EXH. "2"

ASSIGNMENT & TRANSFER

We represent, warrant and agree as to the Loan that: A. We have (and COTMF will have) good title thereto and good title to (or a valid, perfected first priority security interest in) the Collateral and good right to sell, lease and transfer the same; B. It is a valid obligation arising out of a bona fide commercial loan to Obligor in the ordinary course of Obligor's business; C. It contains or describes the entire agreement and all instruments and other documents made or given in connection with such Loan; D. No representations, warranties or inducements not contained in the Loan have been made or given; E. It creates a first priority security interest in the Collateral in our favor; F. It and the Collateral are and will be free of any other liens and encumbrances and are and will be free of any claims, defenses, offsets and counterclaims real or claimed; G. All information furnished to COTMF and all statements made and unpaid balances shown in it are and will be true and correct, and the signature thereon, on any assignment and on any loan or guaranty or surety applicable to it are the genuine signatures of the persons having due authority and capacity; H. It is and will be enforceable against all parties thereto in accordance with its terms; I. We have complied, and it complies, with all applicable federal, state and municipal laws, rules or regulations, having the force of law regarding leases, security agreements, loans, subleases and installment paper (including, without limitation, the requirements of the Federal Equal Credit Opportunity Act, Regulation "B" thereunder and any applicable usury laws); J. It and all applicable financing statements have been properly and timely filed and recorded; K. The Collateral is and has been unconditionally accepted by Obligor and is and will be insured in accordance with the terms of the Loan and we have fulfilled and will fulfill our obligations to Obligor with respect thereto; L. We have not received any payments under the Loan unless indicated on Ex. "1". We subordinate to COTMF all liens and/or encumbrances (statutory and/or otherwise) which we may now have or may hereafter acquire and/or assert against the Collateral. COTMF may in our name endorse any notes and/or other related instruments now or hereafter given in connection with the Loan and all checks. drafts and other remittances relating to the Loan. We give express permission to COTMF to release, by operation or law or otherwise, and/or to compromise or adjust any or all rights against, and grant extensions of time of payment to, Obligor or any guarantor, surety or other person obligated on the Loan, and to substitute Borrower's and/or other obligors, without notice to us and without affecting our obligations hereunder. COTMF may, at any time, without prior

notice to us, appropriate and apply to the payment of any of our obligations to COTMF, any and all balances, sums, property, credits, accounts, reserves, collections, checks or other instruments belonging or payable to us and in COTMF's possession, and for such purposes, endorse our name on any such instrument for payment. We hereby waive notice of acceptance hereof, presentment for payment, demand, notice of protest and dishonor, notice of default or non-payment and notices of every kind and nature with respect to the Loan and/or related instruments and guarantees. In the event of any default under the Loan or any other lease, sublease, promissory note or security agreement at any time assigned by us to COTMF, we hereby waive and relinquish unto COTMF any interest that we may have in the Collateral and any monies that COTMF may be holding for our account. Any breach by the undersigned of the aforesaid representations or warranties shall entitle COTMF, in addition to any rights it has under the Master Joint Participation Agreement, to demand of the undersigned payment of the remaining balance due under the Loan.

We indemnify and hold COTMF harmless against any claim, suit, action, proceeding, judgment, loss, liability or expense (including, without limitation, attorneys' fees and costs) arising out of or based upon: (a) our breach of any agreement, representation or warranty contained herein in the Master Joint Participation Agreement or in the Loan; (b) any taxes, assessments or penalties imposed on any of the Collateral or on any payment received by us under the Loan; (c) any loss, damage or injury to property, persons, services or equipment resulting from or in connection with the delivery, installation, ownership, leasing, use, possession, control, operation, maintenance or repair of any of the Collateral; or (d) a failure to fully and timely comply with any and all applicable laws and/or regulations relating to disclosures, the giving of notices, the obtaining of any necessary permits, approvals, licenses, certificates and the like, and/or the making of any required filings and/or recordings, in each case in connection with the Collateral and/or the transaction evidenced by the Loan. This Assignment and Transfer shall be governed by the laws of the State of New York, without regard to principles of conflicts of law or choice of law. We hereby irrevocably (i) consent to the jurisdiction and venue of the state and federal courts sitting in Nassau County, New York, in any action or proceeding arising out of or relating to this Assignment; (ii) agree that service of process in any such action or proceeding may be given to us by mail to our address shown below; and (iii) WAIVE TRIAL BY JURY and the right to interpose any defense, offset or counterclaim of any kind in any such action or proceeding.

IN WITNESS WHEREOF, we have caused this Assignment and Transfer to be executed this 21 day of August, 2012.

TRI GLOBAL FINANCIAL SERVICES, INC.

Variable Rate Addendum

| | This Addendum to that P | Participation Schedule of Terms for COTMF Loan |
|--------|-----------------------------|--|
| # | dated | 2010 (the "Schedule") to the Master Joint |
| Partic | ipation Agreement ("Partic | cipation Agreement") dated August 2, 2010 between Tr |
| | | "Seller") and Capital One Taxi Medallion Finance |
| ("CO? | IMF") is made a part of the | e Schedule and incorporates by reference all the |
| | sions thereof. | |

Whereas, the Seller has selected a variable rate of interest as the Seller Interest Rate as detailed below.

Whereas, the Seller has requested the ability to convert the Seller Interest Rate to a fixed rate during the term of the Loan,

Now Therefore, it is agreed as follows:

1. <u>Seller Interest Rate</u>. The Seller Interest Rate due hereunder shall bear interest at an annual rate, for each applicable LIBOR Interest Period, equal to three hundred fifty (350) basis points above LIBOR (as such term is defined herein). The initial LIBOR Interest Period shall commence on the date hereof and end on the 30th day of the next full calendar month after the date hereof.

For purposes hercof, "LIBOR" means, with respect to each Period, the rate for deposits in U.S. Dollars for a period of the Designated Maturity which appears on the Reuters Screen LIBOR01 Page as of 11:00 a.m., London time, on the day that is two London Banking Days preceding that Reset Date. If such rate does not appear on the Reuters Screen LIBOR01 Page, the rate for that Reset Date will be determined as if the parties had specific "USD-LIBOR-Reference Banks" as the applicable Floating Rate Option.

"USD-LIBOR-Reference Banks" means that the rate for a Reset Date will be determined on the basis of the rates at which deposits in U.S. Dollars are offered by the Reference Banks at approximately 11:00 a.m. London time, on the day that is two London Banking Days preceding the Reset Date to prime banks in the London interbank market for a period of the designated maturity commencing on that Reset Date and in a representative amount. COTMF will request the principal London office of each of the Reference Banks to provide a quotation of its rate. If at least two such quotations are provided, the rate for that Reset Date will be the arithmetic mean of the quotations. If fewer than two quotations are provided as requested, the rate for that Reset Date will be the arithmetic mean of the rates quoted by major banks in New York City, selected by COTMF, at approximately 11:00 a.m., New York City time, on that Reset Date for loans in U.S. Dollars to leading European banks for a period of the designated maturity commencing on that Reset Date and in a representative amount.

The Seller Interest Rate for this Note shall be reset every one (1) month during the term hereof at the expiration of each respective LIBOR Interest Period. A new applicable Seller Interest Rate shall be established every one (1) month during the term hereof at the end of the preceding LIBOR Interest Period (the "Reset Date"). On each Reset Date, a new applicable Seller Interest Rate shall be established using the one (1) month LIBOR rate in effect two (2) business days prior to each respective Reset Date. Each change in the applicable Seller Interest Rate at the end of each incremental LIBOR Interest Period during the term hereof shall effect a simultaneous and corresponding change in the interest rate hereunder on each respective Reset Date without notice to the Borrower. The initial applicable Seller Interest Rate will be calculated as Three and one-half (3.5%) percent above the LIBOR rate in effect two (2) business days prior to the date hereof.

Interest shall be payable on the dates and pursuant to the terms otherwise set forth in the Participation Agreement.

- 2. <u>Fixed Rate Conversion</u>. At any time after the six (6) month anniversary of the date of COTMF's payment to Seller for the Participant Investment, Seller shall have the right to convert the Seller Interest Rate from a floating rate to a fixed rate, by delivery a notice of conversion to COTMF at least three (3) Business Days prior to the proposed effective date of conversion. Such notice shall specify the effective date of such conversion (the "Effective Date"). From and after the Effective Date, Seller Interest Rate shall accrue and be payable at a fixed rate equal to three and one-half (3.5%) percent above the two (2) year LIBOR swap rate. Seller shall not have the right to convert the loan back to a floating rate and the Loan Maturity Date shall not change.
- 3. Entire Understanding. Any change in the Seller Interest Rate shall not effect the principal component of the repayment of Participant's investment. Except as set forth in this Addendum, the terms and conditions of the Schedule and the Participation Agreement shall remain in full force and effect and may not be modified except as provided therein.
- 4. <u>Pre-Payment Fee.</u> COTMF's right to collect the Pre-Payment Fee (as defined in the Participation Agreement) is hereby waived provided that Seller does not exercise its option to convert the Seller Interest Rate from a floating rate to a fixed rate.

| TRI GLOBAL FINANCIAL SERVICES, INC. | CAPITAL ONE TAXI MEDALLION FINANCE |
|-------------------------------------|------------------------------------|
| By: Roule Iti- | By: |
| Name SANIELLA ITIN | Name: Salvatore Chieric |
| Title: V.P. | Title: |
| Date: 8,21,12 | Date: 8 21-12 |
| | |

Amendment No. 1 made this _____ day of November, 2010 to that certain Master Joint Participation Agreement dated August 2, 2010 by and between Tri Global Financial Services, Inc. ("Seller" or "Tri Global") and Capital One Taxi Medallion Finance (a trade name of All Points Capital Corp.) ("COTMF" or "Participant") hereafter, the "Master JPA".

WHEREAS, Seller and Participant are partners to the Master JPA and are desirous of amending the same.

NOW, THEREFORE, in consideration of the mutual promises contained herein, it is agreed as follows:

- 1. <u>Participation Schedule</u>. Exh. "1" to the Master JPA shall be replaced by the Participation Schedule and Variable Rate Addendum annexed hereto as Exh. "1".
- 2. <u>Participation Percentage</u>. The word "Borrower" on line 3, par. 1(i) of the Master JPA is changed to "Seller".
- 3. <u>ACH Payments</u>: The word "debt" on line 2, second full paragraph on page 5 of the Master JPA is changed to "debit".
- 4. Full Force and Effect. Except as specifically modified by the terms of this Amendment No. 1, the Master JPA remains in full force and effect and neither it nor this Amendment No. 1 may be amended or modified except in a writing executed by both Tri Global Financial Services, Inc. and Capital One Taxi Medallion Finance. Capitalized terms shall have the meaning give to them in the Master JPA.

| //. | |
|---|---|
| TRI GLOBAL FINANCIAL SERVICES, CAPITAL ONE TAXI MEDALLION | |
| INC. FINANCE /// | |
| By: By: By: | |
| Name: DANTELLA ITIN Name: SA/VATICE (hier: | 0 |
| Title: V. P. Title: | |
| Date: 8, 21, 12 Date: 8-21-12 | |

EXH. "I"

PARTICIPATION SCHEDULE OF TERMS TO MASTER JOINT PARTICIPATION AGREEMENT ("PARTICIPATION AGREEMENT") DATED AUGUST 2, 2010 BETWEEN TRI GLOBAL FINANCIAL SERVICES, INC. ("Seller") AND CAPITAL ONE TAXI MEDALLION FINANCE

| Name of Loan Borrower: | Name of Guarantor(s): |
|--|---|
| CHICAGO POLO I INC | SYMON GARBER |
| Loan Amount to Borrower: \$ 1440 000 00 | Loan Maturity Date: AUCUST 10, 1015 |
| Participant's Investment: \$ 1440 000.00 | Participant Percentage: 100% |
| Loan Interest Rate: 3.76 % | Seller Interest Rate: 3.49 % (if fixed rate) check here if variable rate and complete variable rate addendum |
| Monthly Loan Payment: \$ 4500, 00 from Borrower Interest Only: Yes (No) (check one) if interest only: Minimum Medallion Value \$ | Term of Loan in months: 36 Amortization period if different than Term Interest Only |
| Monthly Payment due COTMF \$_4/88.00 | Other Terms: |

Participant hereby acquires the Participation Percentage referenced above in the Loan to the Borrower, pursuant to the Assignment and Transfer executed together herewith, all according to the economic terms reflected above. The terms of the Participation Agreement are incorporated into this Schedule by reference. Capitalized terms on this Schedule shall have the meaning given to them in the Participation Agreement. In the event of any conflict between the terms of this Schedule and the Master Joint Participation Agreement, then the Master Joint Participation Agreement shall govern. If the Amortization period exceeds the Term of the Loan, then the Loan is due and payable on the Loan Maturity Date.

| TRI GLOBAL FINANCIAL | CAPITAL ONE TAXI MEDALLION FINANCE |
|----------------------|------------------------------------|
| SERVICES, INC. | |
| By: Xyulla ttu | Ву: |
| Name: DANTELLA ITIN | Name: |
| Title: VP. | Title: |
| Date: 7 30 12 | Date: |
| | |

EXH. "2"

ASSIGNMENT & TRANSFER

We represent, warrant and agree as to the Loan that: A. We have (and COTMF will have) good title thereto and good title to (or a valid, perfected first priority security interest in) the Collateral and good right to sell, lease and transfer the same; B. It is a valid obligation arising out of a bona fide commercial loan to Obligor in the ordinary course of Obligor's business; C. It contains or describes the entire agreement and all instruments and other documents made or given in connection with such Loan; D. No representations, warranties or inducements not contained in the Loan have been made or given; E. It creates a first priority security interest in the Collateral in our favor; F. It and the Collateral are and will be free of any other liens and encumbrances and are and will be free of any claims, defenses, offsets and counterclaims real or claimed; G. All information furnished to COTMF and all statements made and unpaid balances shown in it are and will be true and correct, and the signature thereon, on any assignment and on any loan or guaranty or surety applicable to it are the genuine signatures of the persons having due authority and capacity; H. It is and will be enforceable against all parties thereto in accordance with its terms; 1. We have complied, and it complies, with all applicable federal, state and municipal laws, rules or regulations, having the force of law regarding leases, security agreements, loans, subleases and installment paper (including, without limitation, the requirements of the Federal Equal Credit Opportunity Act, Regulation "B" thereunder and any applicable usury laws); J. It and all applicable financing statements have been properly and timely filed and recorded; K. The Collateral is and has been unconditionally accepted by Obligor and is and will be insured in accordance with the terms of the Loan and we have fulfilled and will fulfill our obligations to Obligor with respect thereto; L. We have not received any payments under the Loan unless indicated on Ex. "1". We subordinate to COTMF all liens and/or encumbrances (statutory and/or otherwise) which we may now have or may hereafter acquire and/or assert against the Collateral. COTMF may in our name endorse any notes and/or other related instruments now or hereafter given in connection with the Loan and all checks, drafts and other remittances relating to the Loan. We give express permission to COTMF to release, by operation or law or otherwise, and/or to compromise or adjust any or all rights against, and grant extensions of time of payment to, Obligor or any guarantor, surety or other person obligated on the Loan, and to substitute Borrower's and/or other obligors, without notice to us and without affecting our obligations hereunder. COTMF may, at any time, without prior

notice to us, appropriate and apply to the payment of any of our obligations to COTMF, any and all balances, sums, property, credits, accounts, reserves, collections, checks or other instruments belonging or payable to us and in COTMF's possession, and for such purposes, endorse our name on any such instrument for payment. We hereby waive notice of acceptance hereof, presentment for payment, demand, notice of protest and dishonor, notice of default or non-payment and notices of every kind and nature with respect to the Loan and/or related instruments and guarantees. In the event of any default under the Loan or any other lease, sublease, promissory note or security agreement at any time assigned by us to COTMF, we hereby waive and relinquish unto COTMF any interest that we may have in the Collateral and any monies that COTMF may be holding for our account. Any breach by the undersigned of the aforesaid representations or warranties shall entitle COTMF, in addition to any rights it has under the Master Joint Participation Agreement, to demand of the undersigned payment of the remaining balance due under the Loan.

We indemnify and hold COTMF harmless against any claim, suit, action, proceeding, judgment, loss, liability or expense (including, without limitation, attorneys' fees and costs) arising out of or based upon: (a) our breach of any agreement, representation or warranty contained herein in the Master Joint Participation Agreement or in the Loan; (b) any taxes, assessments or penalties imposed on any of the Collateral or on any payment received by us under the Loan; (c) any loss, damage or injury to property, persons, services or equipment resulting from or in connection with the delivery, installation, ownership, leasing, use, possession, control, operation, maintenance or repair of any of the Collateral; or (d) a failure to fully and timely comply with any and all applicable laws and/or regulations relating to disclosures, the giving of notices, the obtaining of any necessary permits, approvals, licenses, certificates and the like, and/or the making of any required filings and/or recordings, in each case in connection with the Collateral and/or the transaction evidenced by the Loan. This Assignment and Transfer shall be governed by the laws of the State of New York, without regard to principles of conflicts of law or choice of law. We hereby irrevocably (i) consent to the jurisdiction and venue of the state and federal courts sitting in Nassau County, New York, in any action or proceeding arising out of or relating to this Assignment; (ii) agree that service of process in any such action or proceeding may be given to us by mail to our address shown below; and (iii) WAIVE TRIAL BY JURY and the right to interpose any defense, offset or counterclaim of any kind in any such action or proceeding.

IN WITNESS WHEREOF, we have caused this Assignment and Transfer to be executed this 30 day of July, 2012.

TRI GLOBAL FINANCIAL SERVICES, INC.

Variable Rate Addendum

| | This Addendum to that | Participation Schedule of Terms for COTMF Loan |
|--------|---------------------------|--|
| # | dated | 2010 (the "Schedule") to the Master Joint |
| Partic | ipation Agreement ("Parti | icipation Agreement") dated August 2, 2010 between Tri |
| | | ("Seller") and Capital One Taxi Medallion Finance |
| | | he Schedule and incorporates by reference all the |
| | sions thereof. | |

Whereas, the Seller has selected a variable rate of interest as the Seller Interest Rate as detailed below.

Whereas, the Seller has requested the ability to convert the Seller Interest Rate to a fixed rate during the term of the Loan,

Now Therefore, it is agreed as follows:

1. <u>Seller Interest Rate</u>. The Seller Interest Rate due hereunder shall bear interest at an annual rate, for each applicable LIBOR Interest Period, equal to three hundred fifty (350) basis points above LIBOR (as such term is defined herein). The initial LIBOR Interest Period shall commence on the date hereof and end on the 30th day of the next full calendar month after the date hereof.

For purposes hereof, "LIBOR" means, with respect to each Period, the rate for deposits in U.S. Dollars for a period of the Designated Maturity which appears on the Reuters Screen LIBOR01 Page as of 11:00 a.m., London time, on the day that is two London Banking Days preceding that Reset Date. If such rate does not appear on the Reuters Screen LIBOR01 Page, the rate for that Reset Date will be determined as if the parties had specific "USD-LIBOR-Reference Banks" as the applicable Floating Rate Option.

"USD-LIBOR-Reference Banks" means that the rate for a Reset Date will be determined on the basis of the rates at which deposits in U.S. Dollars are offered by the Reference Banks at approximately 11:00 a.m. London time, on the day that is two London Banking Days preceding the Reset Date to prime banks in the London interbank market for a period of the designated maturity commencing on that Reset Date and in a representative amount. COTMF will request the principal London office of each of the Reference Banks to provide a quotation of its rate. If at least two such quotations are provided, the rate for that Reset Date will be the arithmetic mean of the quotations. If fewer than two quotations are provided as requested, the rate for that Reset Date will be the arithmetic mean of the rates quoted by major banks in New York City, selected by COTMF, at approximately 11:00 a.m., New York City time, on that Reset Date for loans in U.S. Dollars to leading European banks for a period of the designated maturity commencing on that Reset Date and in a representative amount.

The Seller Interest Rate for this Note shall be reset every one (1) month during the term hereof at the expiration of each respective LIBOR Interest Period. A new applicable Seller Interest Rate shall be established every one (1) month during the term hereof at the end of the preceding LIBOR Interest Period (the "Reset Date"). On each Reset Date, a new applicable Seller Interest Rate shall be established using the one (1) month LIBOR rate in effect two (2) business days prior to each respective Reset Date. Each change in the applicable Seller Interest Rate at the end of each incremental LIBOR Interest Period during the term hereof shall effect a simultaneous and corresponding change in the interest rate hereunder on each respective Reset Date without notice to the Borrower. The initial applicable Seller Interest Rate will be calculated as Three and one-half (3.5%) percent above the LIBOR rate in effect two (2) business days prior to the date hereof.

Interest shall be payable on the dates and pursuant to the terms otherwise set forth in the Participation Agreement.

- 2. <u>Fixed Rate Conversion</u>. At any time after the six (6) month anniversary of the date of COTMF's payment to Seller for the Participant Investment, Seller shall have the right to convert the Seller Interest Rate from a floating rate to a fixed rate, by delivery a notice of conversion to COTMF at least three (3) Business Days prior to the proposed effective date of conversion. Such notice shall specify the effective date of such conversion (the "Effective Date"). From and after the Effective Date, Seller Interest Rate shall accrue and be payable at a fixed rate equal to three and one-half (3.5%) percent above the two (2) year LIBOR swap rate. Seller shall not have the right to convert the loan back to a floating rate and the Loan Maturity Date shall not change.
- 3. Entire Understanding. Any change in the Seller Interest Rate shall not effect the principal component of the repayment of Participant's investment. Except as set forth in this Addendum, the terms and conditions of the Schedule and the Participation Agreement shall remain in full force and effect and may not be modified except as provided therein.
- 4. <u>Prc-Payment Fcc.</u> COTMF's right to collect the Pre-Payment Fcc (as defined in the Participation Agreement) is hereby waived provided that Seller does not exercise its option to convert the Seller Interest Rate from a floating rate to a fixed rate.

| TRI GLOBAL FINANCIAL SERVICES, INC. | CAPITAL ONE TAXI MEDALLION FINANCE |
|-------------------------------------|------------------------------------|
| By: Devilletter | By: |
| Name DANIELLA ITIN | Name: |
| Title: VP | Title: |
| Date: 7.30.12 | Date: |
| | |

Amendment No. 1 made this ______ day of November, 2010 to that certain Master Joint Participation Agreement dated August 2, 2010 by and between Tri Global Financial Services, Inc. ("Seller" or "Tri Global") and Capital One Taxi Medallion Finance (a trade name of All Points Capital Corp.) ("COTMF" or "Participant") hereafter, the "Master JPA".

WHEREAS, Seller and Participant are partners to the Master JPA and are desirous of amending the same.

NOW, THEREFORE, in consideration of the mutual promises contained herein, it is agreed as follows:

- l. <u>Participation Schedule</u>. Exh. "1" to the Master JPA shall be replaced by the Participation Schedule and Variable Rate Addendum annexed hereto as Exh. "1".
- 2. <u>Participation Percentage</u>. The word "Borrower" on line 3, par. 1(i) of the Master JPA is changed to "Seller".
- 3. ACH Payments: The word "debt" on line 2, second full paragraph on page 5 of the Master JPA is changed to "debit".
- 4. <u>Full Force and Effect</u>. Except as specifically modified by the terms of this Amendment No. 1, the Master JPA remains in full force and effect and neither it nor this Amendment No. 1 may be amended or modified except in a writing executed by both Tri Global Financial Services, Inc. and Capital One Taxi Medallion Finance. Capitalized terms shall have the meaning give to them in the Master JPA.

TRI CLORAL RINANCIAL SERVICES

| INC. | FINANCE |
|--------------------|---------|
| nu Rosill Of | |
| By: Xellle the | Ву: |
| Name DANTELLA ITIN | Name: |
| Title: VP | Title: |
| Date: 7.30.12 | Date: |
| | |

CAPITAL ONE TAXIMEDALLION

EXH. "1"

PARTICIPATION SCHEDULE OF TERMS TO MASTER JOINT PARTICIPATION AGREEMENT ("PARTICIPATION AGREEMENT") DATED AUGUST 2, 2010 BETWEEN TRI GLOBAL FINANCIAL SERVICES, INC. ("Seller") AND CAPITAL ONE TAXI MEDALLION FINANCE

| Name of Loan Borrower: | Name of Guarantor(s): |
|---|---|
| CHICAGO POLO II INC | SYMON GARBER |
| Loan Amount to Borrower: \$ 1440 000 00 | Loan Maturity Date: AUGUST 10, 2015 |
| Participant's Investment: \$ 1440 000.00 | Participant Percentage: 100% |
| Loan Interest Rate: 3.75% | Seller Interest Rate: 3.49 % (if fixed rate) check here if variable rate and complete variable rate addendum |
| Monthly Loan Payment: \$ 4500, 00 from | Term of Loan in months: 36 |
| Romower | Amortization period if different than Term |
| Interest Only: Yes (No) (check one) | Interest only |
| if interest only: Minimum Medallion Value | |
| \$ | |
| Monthly Payment due COTMF | Other Terms: |
| s 4188.00 | |
| | |

Participant hereby acquires the Participation Percentage referenced above in the Loan to the Borrower, pursuant to the Assignment and Transfer executed together herewith, all according to the economic terms reflected above. The terms of the Participation Agreement are incorporated into this Schedule by reference. Capitalized terms on this Schedule shall have the meaning given to them in the Participation Agreement. In the event of any conflict between the terms of this Schedule and the Master Joint Participation Agreement, then the Master Joint Participation Agreement shall govern. If the Amortization period exceeds the Term of the Loan, then the Loan is due and payable on the Loan Maturity Date.

| TRI GLOBAL FINANCIAL SERVICES, INC. | CAPITAL ONE TAXI MEDALLION FINANCE |
|-------------------------------------|------------------------------------|
| By: DANIELLA ITIN | By: |
| Title: V.P. | Title: |
| Date: 7 30 12 | Date: |

EXH. "2"

ASSIGNMENT & TRANSFER

FOR VALUE RECEIVED, the undersigned hereby irrevocably and unconditionally sells, assigns and transfers to Capital One Taxi Medallion Finance, a trade name for All Points Capital Corp., its successor and assigns (collectively "COTMF"), all of the undersigned's right, title and interest in, to and under (but none of the undersigned's obligations under) the Loan set forth on Exh. "1" hereto between the undersigned lender, and _________borrower "or "Obligor") together with all the sums payable thereunder and all of our right, title and interest in and to the Collateral described therein (the "Collateral"), all guaranties or surety agreements, and all insurance and collateral of any kind or nature which we have pertaining thereto, and all rights, remedies and powers relating thereto, with good right in COTMF to collect and discharge the same. Capitalized terms used herein shall have the meaning given to them in that certain Master Joint Participation Agreement between COTMF and the undersigned dated _______, 2010.

We represent, warrant and agree as to the Loan that: A. We have (and COTMF will have) good title thereto and good title to (or a valid, perfected first priority security interest in) the Collateral and good right to sell, lease and transfer the same; B. It is a valid obligation arising out of a bona fide commercial loan to Obligor in the ordinary course of Obligor's business; C. It contains or describes the entire agreement and all instruments and other documents made or given in connection with such Loan; D. No representations, warranties or inducements not contained in the Loan have been made or given; E. It creates a first priority security interest in the Collateral in our favor; F. It and the Collateral are and will be free of any other liens and encumbrances and are and will be free of any claims, defenses, offsets and counterclaims real or claimed; G. All information furnished to COTMF and all statements made and unpaid balances shown in it are and will be true and correct, and the signature thereon, on any assignment and on any loan or guaranty or surety applicable to it are the genuine signatures of the persons having due authority and capacity; H. It is and will be enforceable against all parties thereto in accordance with its terms; I. We have complied, and it complies, with all applicable federal, state and municipal laws, rules or regulations, having the force of law regarding leases, security agreements, loans, subleases and installment paper (including, without limitation, the requirements of the Federal Equal Credit Opportunity Act, Regulation "B" thereunder and any applicable usury laws); J. It and all applicable financing statements have been properly and timely filed and recorded; K. The Collateral is and has been unconditionally accepted by Obligor and is and will be insured in accordance with the terms of the Loan and we have fulfilled and will fulfill our obligations to Obligor with respect thereto; L. We have not received any payments under the Loan unless indicated on Ex. "1". We subordinate to COTMF all liens and/or encumbrances (statutory and/or otherwise) which we may now have or may hereafter acquire and/or assert against the Collateral. COTMF may in our name endorse any notes and/or other related instruments now or hereafter given in connection with the Loan and all checks, drafts and other remittances relating to the Loan. We give express permission to COTMF to release, by operation or law or otherwise, and/or to compromise or adjust any or all rights against, and grant extensions of time of payment to, Obligor or any guarantor, surety or other person obligated on the Loan, and to substitute Borrower's and/or other obligors, without notice to us and without affecting our obligations hereunder. COTMF may, at any time, without prior

notice to us, appropriate and apply to the payment of any of our obligations to COTMF, any and all balances, sums, property, credits, accounts, reserves, collections, checks or other instruments belonging or payable to us and in COTMF's possession, and for such purposes, endorse our name on any such instrument for payment. We hereby waive notice of acceptance hereof, presentment for payment, demand, notice of protest and dishonor, notice of default or non-payment and notices of every kind and nature with respect to the Loan and/or related instruments and guarantees. In the event of any default under the Loan or any other lease, sublease, promissory note or security agreement at any time assigned by us to COTMF, we hereby waive and relinquish unto COTMF any interest that we may have in the Collateral and any monies that COTMF may be holding for our account. Any breach by the undersigned of the aforesaid representations or warranties shall entitle COTMF, in addition to any rights it has under the Master Joint Participation Agreement, to demand of the undersigned payment of the remaining balance due under the Loan.

We indemnify and hold COTMF harmless against any claim, suit, action, proceeding, judgment, loss, liability or expense (including, without limitation, attorneys' fees and costs) arising out of or based upon: (a) our breach of any agreement, representation or warranty contained herein in the Master Joint Participation Agreement or in the Loan; (b) any taxes, assessments or penalties imposed on any of the Collateral or on any payment received by us under the Loan; (c) any loss, damage or injury to property, persons, services or equipment resulting from or in connection with the delivery, installation, ownership, leasing, use, possession, control, operation, maintenance or repair of any of the Collateral; or (d) a failure to fully and timely comply with any and all applicable laws and/or regulations relating to disclosures, the giving of notices, the obtaining of any necessary permits, approvals, licenses, certificates and the like, and/or the making of any required filings and/or recordings, in each case in connection with the Collateral and/or the transaction evidenced by the Loan. This Assignment and Transfer shall be governed by the laws of the State of New York, without regard to principles of conflicts of law or choice of law. We hereby irrevocably (i) consent to the jurisdiction and venue of the state and federal courts sitting in Nassau County, New York, in any action or proceeding arising out of or relating to this Assignment; (ii) agree that service of process in any such action or proceeding may be given to us by mail to our address shown below; and (iii) WAIVE TRIAL BY JURY and the right to interpose any defense, offset or counterclaim of any kind in any such action or proceeding.

IN WITNESS WHEREOF, we have caused this Assignment and Transfer to be executed this 30 day of July, 2012.

TRI GLOBAL FINANCIAL SERVICES, INC.

Address: 2617 S. WABASH AVE CHICAGO

Date: 7. 30.12

Variable Rate Addendum

| | This Addendum to that | Participation Schedule of Terms for COTMF Loan |
|---------|---------------------------|---|
| # | dated | 2010 (the "Schedule") to the Master Joint |
| Partici | ipation Agreement ("Parti | icipation Agreement") dated August 2, 2010 between Tr |
| Global | Financial Services, Inc. | ("Seller") and Capital One Taxi Medallion Finance |
| | | ne Schedule and incorporates by reference all the |
| | ions thereof. | , and an an an |

Whereas, the Seller has selected a variable rate of interest as the Seller Interest Rate as detailed below.

Whereas, the Seller has requested the ability to convert the Seller Interest Rate to a fixed rate during the term of the Loan,

Now Therefore, it is agreed as follows:

1. <u>Seller Interest Rate</u>. The Seller Interest Rate due hereunder shall bear interest at an annual rate, for each applicable LIBOR Interest Period, equal to three hundred fifty (350) basis points above LIBOR (as such term is defined herein). The initial LIBOR Interest Period shall commence on the date hereof and end on the 30th day of the next full calendar month after the date hereof.

For purposes hereof, "LIBOR" means, with respect to each Period, the rate for deposits in U.S. Dollars for a period of the Designated Maturity which appears on the Reuters Screen LIBOR01 Page as of 11:00 a.m., London time, on the day that is two London Banking Days preceding that Reset Date. If such rate does not appear on the Reuters Screen LIBOR01 Page, the rate for that Reset Date will be determined as if the parties had specific "USD-LIBOR-Reference Banks" as the applicable Floating Rate Option.

"USD-LIBOR-Reference Banks" means that the rate for a Reset Date will be determined on the basis of the rates at which deposits in U.S. Dollars are offered by the Reference Banks at approximately 11:00 a.m. London time, on the day that is two London Banking Days preceding the Reset Date to prime banks in the London interbank market for a period of the designated maturity commencing on that Reset Date and in a representative amount. COTMF will request the principal London office of each of the Reference Banks to provide a quotation of its rate. If at least two such quotations are provided, the rate for that Reset Date will be the arithmetic mean of the quotations. If fewer than two quotations are provided as requested, the rate for that Reset Date will be the arithmetic mean of the rates quoted by major banks in New York City, selected by COTMF, at approximately 11:00 a.m., New York City time, on that Reset Date for loans in U.S. Dollars to leading European banks for a period of the designated maturity commencing on that Reset Date and in a representative amount.

The Seller Interest Rate for this Note shall be reset every one (1) month during the term hereof at the expiration of each respective LIBOR Interest Period. A new applicable Seller Interest Rate shall be established every one (1) month during the term hereof at the end of the preceding LIBOR Interest Period (the "Reset Date"). On each Reset Date, a new applicable Seller Interest Rate shall be established using the one (1) month LIBOR rate in effect two (2) business days prior to each respective Reset Date. Each change in the applicable Seller Interest Rate at the end of each incremental LIBOR Interest Period during the term hereof shall effect a simultaneous and corresponding change in the interest rate hereunder on each respective Reset Date without notice to the Borrower. The initial applicable Seller Interest Rate will be calculated as Three and one-half (3.5%) percent above the LIBOR rate in effect two (2) business days prior to the date hereof.

Interest shall be payable on the dates and pursuant to the terms otherwise set forth in the Participation Agreement.

- 2. Fixed Rate Conversion. At any time after the six (6) month anniversary of the date of COTMF's payment to Seller for the Participant Investment, Seller shall have the right to convert the Seller Interest Rate from a floating rate to a fixed rate, by delivery a notice of conversion to COTMF at least three (3) Business Days prior to the proposed effective date of conversion. Such notice shall specify the effective date of such conversion (the "Effective Date"). From and after the Effective Date, Seller Interest Rate shall accrue and be payable at a fixed rate equal to three and one-half (3.5%) percent above the two (2) year LIBOR swap rate. Seller shall not have the right to convert the loan back to a floating rate and the Loan Maturity Date shall not change.
- 3. Entire Understanding. Any change in the Seller Interest Rate shall not effect the principal component of the repayment of Participant's investment. Except as set forth in this Addendum, the terms and conditions of the Schedule and the Participation Agreement shall remain in full force and effect and may not be modified except as provided therein.
- 4. <u>Pre-Payment Fee</u>. COTMF's right to collect the Pre-Payment Fee (as defined in the Participation Agreement) is hereby waived provided that Seller does not exercise its option to convert the Seller Interest Rate from a floating rate to a fixed rate.

| TRI GLOBAL FINANCIAL SERVICES, INC. | CAPITAL ONE TAXI MEDALLION FINANCE |
|---|------------------------------------|
| By: Diville It. Name: DANIELLA ITIN Title: VP Date: 7.30.12 | By: |

Amendment No. 1 made this _____ day of November, 2010 to that certain Master Joint Participation Agreement dated August 2, 2010 by and between Tri Global Financial Services, Inc. ("Seller" or "Tri Global") and Capital One Taxi Medallion Finance (a trade name of All Points Capital Corp.) ("COTMF" or "Participant") hereafter, the "Master JPA".

WHEREAS, Seller and Participant are partners to the Master JPA and are desirous of amending the same.

NOW, THEREFORE, in consideration of the mutual promises contained herein, it is agreed as follows:

- 1. <u>Participation Schedule</u>. Exh. "1" to the Master JPA shall be replaced by the Participation Schedule and Variable Rate Addendum annexed hereto as Exh. "1".
- 2. <u>Participation Percentage</u>. The word "Borrower" on line 3, par. 1(i) of the Master JPA is changed to "Seller".
- 3. <u>ACH Payments</u>: The word "debt" on line 2, second full paragraph on page 5 of the Master JPA is changed to "debit".
- 4. Full Force and Effect. Except as specifically modified by the terms of this Amendment No. 1, the Master JPA remains in full force and effect and neither it nor this Amendment No. 1 may be amended or modified except in a writing executed by both Tri Global Financial Services, Inc. and Capital One Taxi Medallion Finance. Capitalized terms shall have the meaning give to them in the Master JPA.

| TRI GLOBAL FINANCIAL SERVICES, | CAPITAL ONE TAXI MEDALLION |
|--------------------------------|----------------------------|
| INC. | FINANCE |
| | |
| By: M. William X.M. | By: |
| Name: IANTELLA ITIN | Name: |
| Title: VP | Title: |
| Date: 7.30.12 | Date: |
| | |

EXH. "1"

PARTICIPATION SCHEDULE OF TERMS TO MASTER JOINT PARTICIPATION AGREEMENT ("PARTICIPATION AGREEMENT") DATED AUGUST 2, 2010 BETWEEN TRI GLOBAL FINANCIAL SERVICES, INC. ("Seller") AND CAPITAL ONE TAXI MEDALLION FINANCE

| Name of Loan Borrower: | Name of Guarantor(s): |
|---|---|
| CHICAGO POLO III INC | SYMON GARBER |
| Loan Amount to Borrower: \$ 1440 000 00 | Loan Maturity Date: AUGUST 10, 2015 |
| Participant's Investment: \$ 1440 000.00 | Participant Percentage: 100% |
| Loan Interest Rate: 3.75% | Seller Interest Rate: 3.49 % (if fixed rate) |
| | check here if variable rate and complete variable rate addendum |
| Monthly Loan Payment: \$ 4500,00 from | Term of Loan in months: 36 |
| Rorrower | Amortization period if different than Term |
| Interest Only: Yes (No) (check one) | Interest only |
| if interest only: Minimum Medallion Value | |
| \$ | |
| Monthly Payment due COTMF | Other Terms: |
| 4188 00 | |
| \$ 4188.00 | |
| | |

Participant hereby acquires the Participation Percentage referenced above in the Loan to the Borrower, pursuant to the Assignment and Transfer executed together herewith, all according to the economic terms reflected above. The terms of the Participation Agreement are incorporated into this Schedule by reference. Capitalized terms on this Schedule shall have the meaning given to them in the Participation Agreement. In the event of any conflict between the terms of this Schedule and the Master Joint Participation Agreement, then the Master Joint Participation Agreement shall govern. If the Amortization period exceeds the Term of the Loan, then the Loan is due and payable on the Loan Maturity Date.

| TRI GLOBAL FINANCIAL | CAPITAL ONE TAXI MEDALLION FINANCE |
|----------------------|------------------------------------|
| SERVICES, INC. | |
| By: X | By: |
| Name: DANIELLA ITIN | Name: |
| Title: V.P. | Title: |
| Date: 7 30 12 | Date: |
| | |

EXH. "2"

ASSIGNMENT & TRANSFER

FOR VALUE RECEIVED, the undersigned hereby irrevocably and unconditionally sells, assigns and transfers to Capital One Taxi Medallion Finance, a trade name for All Points Capital Corp., its successor and assigns (collectively "COTMF"), all of the undersigned's right, title and interest in, to and under (but none of the undersigned's obligations under) the Loan set forth on Exh. "I" hereto between the undersigned lender, and ________ borrower ("Borrower" or "Obligor") together with all the sums payable thereunder and all of our right, title and interest in and to the Collateral described therein (the "Collateral"), all guaranties or surety agreements, and all insurance and collateral of any kind or nature which we have pertaining thereto, and all rights, remedies and powers relating thereto, with good right in COTMF to collect and discharge the same. Capitalized terms used herein shall have the meaning given to them in that certain Master Joint Participation Agreement between COTMF and the undersigned dated ______, 2010.

We represent, warrant and agree as to the Loan that: A. We have (and COTMF will have) good title thereto and good title to (or a valid, perfected first priority security interest in) the Collateral and good right to sell, lease and transfer the same; B. It is a valid obligation arising out of a bona fide commercial loan to Obligor in the ordinary course of Obligor's business; C. It contains or describes the entire agreement and all instruments and other documents made or given in connection with such Loan; D. No representations, warranties or inducements not contained in the Loan have been made or given; E. It creates a first priority security interest in the Collateral in our favor; F. It and the Collateral are and will be free of any other liens and encumbrances and are and will be free of any claims, defenses, offsets and counterclaims real or claimed; G. All information furnished to COTMF and all statements made and unpaid balances shown in it are and will be true and correct, and the signature thereon, on any assignment and on any loan or guaranty or surety applicable to it are the genuine signatures of the persons having due authority and capacity; H. It is and will be enforceable against all parties thereto in accordance with its terms; 1. We have complied, and it complies, with all applicable federal, state and municipal laws, rules or regulations, having the force of law regarding leases, security agreements, loans, subleases and installment paper (including, without limitation, the requirements of the Federal Equal Credit Opportunity Act, Regulation "B" thereunder and any applicable usury laws); J. It and all applicable financing statements have been properly and timely filed and recorded; K. The Collateral is and has been unconditionally accepted by Obligor and is and will be insured in accordance with the terms of the Loan and we have fulfilled and will fulfill our obligations to Obligor with respect thereto; L. We have not received any payments under the Loan unless indicated on Ex. "1". We subordinate to COTMF all liens and/or encumbrances (statutory and/or otherwise) which we may now have or may hereafter acquire and/or assert against the Collateral. COTMF may in our name endorse any notes and/or other related instruments now or hereafter given in connection with the Loan and all checks, drafts and other remittances relating to the Loan. We give express permission to COTMF to release, by operation or law or otherwise, and/or to compromise or adjust any or all rights against, and grant extensions of time of payment to, Obligor or any guarantor, surety or other person obligated on the Loan, and to substitute Borrower's and/or other obligors, without notice to us and without affecting our obligations hereunder. COTMF may, at any time, without prior

notice to us, appropriate and apply to the payment of any of our obligations to COTMF, any and all balances, sums, property, credits, accounts, reserves, collections, checks or other instruments belonging or payable to us and in COTMF's possession, and for such purposes, endorse our name on any such instrument for payment. We hereby waive notice of acceptance hereof, presentment for payment, demand, notice of protest and dishonor, notice of default or non-payment and notices of every kind and nature with respect to the Loan and/or related instruments and guarantees. In the event of any default under the Loan or any other lease, sublease, promissory note or security agreement at any time assigned by us to COTMF, we hereby waive and relinquish unto COTMF any interest that we may have in the Collateral and any monies that COTMF may be holding for our account. Any breach by the undersigned of the aforesaid representations or warranties shall entitle COTMF, in addition to any rights it has under the Master Joint Participation Agreement, to demand of the undersigned payment of the remaining balance due under the Loan.

We indemnify and hold COTMF harmless against any claim, suit, action, proceeding, judgment, loss, liability or expense (including, without limitation, attorneys' fees and costs) arising out of or based upon: (a) our breach of any agreement, representation or warranty contained herein in the Master Joint Participation Agreement or in the Loan; (b) any taxes, assessments or penalties imposed on any of the Collateral or on any payment received by us under the Loan; (c) any loss, damage or injury to property, persons, services or equipment resulting from or in connection with the delivery, installation, ownership, leasing, use, possession, control, operation, maintenance or repair of any of the Collateral; or (d) a failure to fully and timely comply with any and all applicable laws and/or regulations relating to disclosures, the giving of notices, the obtaining of any necessary permits, approvals, licenses, certificates and the like, and/or the making of any required filings and/or recordings, in each case in connection with the Collateral and/or the transaction evidenced by the Loan. This Assignment and Transfer shall be governed by the laws of the State of New York, without regard to principles of conflicts of law or choice of law. We hereby irrevocably (i) consent to the jurisdiction and venue of the state and federal courts sitting in Nassau County, New York, in any action or proceeding arising out of or relating to this Assignment; (ii) agree that service of process in any such action or proceeding may be given to us by mail to our address shown below; and (iii) WAIVE TRIAL BY JURY and the right to interpose any defense, offset or counterclaim of any kind in any such action or proceeding.

IN WITNESS WHEREOF, we have caused this Assignment and Transfer to be executed this 30 day of July, 2012.

TRI GLOBAL FINANCIAL SERVICES, INC.

Variable Rate Addendum

| | This Addendum to that | Participation Schedule of Terms for COTMF Loan |
|--------|---------------------------|--|
| # | dated | 2010 (the "Schedule") to the Master Joint |
| Partic | pipation Agreement ("Part | icipation Agreement") dated August 2, 2010 between Tri |
| | | ("Seller") and Capital One Taxi Medallion Finance |
| | | he Schedule and incorporates by reference all the |
| | sions thereof. | |

Whereas, the Seller has selected a variable rate of interest as the Seller Interest Rate as detailed below.

Whereas, the Seller has requested the ability to convert the Seller Interest Rate to a fixed rate during the term of the Loan,

Now Therefore, it is agreed as follows:

1. <u>Seller Interest Rate</u>. The Seller Interest Rate due hereunder shall bear interest at an annual rate, for each applicable LIBOR Interest Period, equal to three hundred fifty (350) basis points above LIBOR (as such term is defined herein). The initial LIBOR Interest Period shall commence on the date hereof and end on the 30th day of the next full calendar month after the date hereof.

For purposes hereof, "LIBOR" means, with respect to each Period, the rate for deposits in U.S. Dollars for a period of the Designated Maturity which appears on the Reuters Screen LIBOR01 Page as of 11:00 a.m., London time, on the day that is two London Banking Days preceding that Reset Date. If such rate does not appear on the Reuters Screen LIBOR01 Page, the rate for that Reset Date will be determined as if the parties had specific "USD-LIBOR-Reference Banks" as the applicable Floating Rate Option.

"USD-LIBOR-Reference Banks" means that the rate for a Reset Date will be determined on the basis of the rates at which deposits in U.S. Dollars are offered by the Reference Banks at approximately 11:00 a.m. London time, on the day that is two London Banking Days preceding the Reset Date to prime banks in the London interbank market for a period of the designated maturity commencing on that Reset Date and in a representative amount. COTMF will request the principal London office of each of the Reference Banks to provide a quotation of its rate. If at least two such quotations are provided, the rate for that Reset Date will be the arithmetic mean of the quotations. If fewer than two quotations are provided as requested, the rate for that Reset Date will be the arithmetic mean of the rates quoted by major banks in New York City, selected by COTMF, at approximately 11:00 a.m., New York City time, on that Reset Date for loans in U.S. Dollars to leading European banks for a period of the designated maturity commencing on that Reset Date and in a representative amount.

The Seller Interest Rate for this Note shall be reset every one (1) month during the term hereof at the expiration of each respective LIBOR Interest Period. A new applicable Seller Interest Rate shall be established every one (1) month during the term hereof at the end of the preceding LIBOR Interest Period (the "Reset Date"). On each Reset Date, a new applicable Seller Interest Rate shall be established using the one (1) month LIBOR rate in effect two (2) business days prior to each respective Reset Date. Each change in the applicable Seller Interest Rate at the end of each incremental LIBOR Interest Period during the term hereof shall effect a simultaneous and corresponding change in the interest rate hereunder on each respective Reset Date without notice to the Borrower. The initial applicable Seller Interest Rate will be calculated as Three and one-half (3.5%) percent above the LIBOR rate in effect two (2) business days prior to the date hereof.

Interest shall be payable on the dates and pursuant to the terms otherwise set forth in the Participation Agreement.

- 2. <u>Fixed Rate Conversion</u>. At any time after the six (6) month anniversary of the date of COTMF's payment to Seller for the Participant Investment, Seller shall have the right to convert the Seller Interest Rate from a floating rate to a fixed rate, by delivery a notice of conversion to COTMF at least three (3) Business Days prior to the proposed effective date of conversion. Such notice shall specify the effective date of such conversion (the "Effective Date"). From and after the Effective Date, Seller Interest Rate shall accrue and be payable at a fixed rate equal to three and one-half (3.5%) percent above the two (2) year LIBOR swap rate. Seller shall not have the right to convert the loan back to a floating rate and the Loan Maturity Date shall not change.
- 3. <u>Entire Understanding</u>. Any change in the Seller Interest Rate shall not effect the principal component of the repayment of Participant's investment. Except as set forth in this Addendum, the terms and conditions of the Schedule and the Participation Agreement shall remain in full force and effect and may not be modified except as provided therein.
- 4. <u>Pre-Payment Fee</u>. COTMF's right to collect the Pre-Payment Fee (as defined in the Participation Agreement) is hereby waived provided that Seller does not exercise its option to convert the Seller Interest Rate from a floating rate to a fixed rate.

| TRI GLOBAL FINANCIAL SERVICES, INC. | CAPITAL ONE TAXI MEDALLION FINANCE |
|---|------------------------------------|
| By: Divilly Ity Name: DANIELLA ITIN Title: VP Date: 7.30.12 | By: Name: Title: Date: |

Amendment No. 1 made this _____ day of November, 2010 to that certain Master Joint Participation Agreement dated August 2, 2010 by and between Tri Global Financial Services, Inc. ("Seller" or "Tri Global") and Capital One Taxi Medallion Finance (a trade name of All Points Capital Corp.) ("COTMF" or "Participant") hereafter, the "Master JPA".

WHEREAS, Seller and Participant are partners to the Master JPA and are desirous of amending the same.

NOW, THEREFORE, in consideration of the mutual promises contained herein, it is agreed as follows:

- 1. <u>Participation Schedule</u>. Exh. "1" to the Master JPA shall be replaced by the Participation Schedule and Variable Rate Addendum annexed hereto as Exh. "1".
- 2. <u>Participation Percentage</u>. The word "Borrower" on line 3, par. 1(i) of the Master JPA is changed to "Seller".
- 3. ACH Payments: The word "debt" on line 2, second full paragraph on page 5 of the Master JPA is changed to "debit".
- 4. Full Force and Effect. Except as specifically modified by the terms of this Amendment No. 1, the Master JPA remains in full force and effect and neither it nor this Amendment No. 1 may be amended or modified except in a writing executed by both Tri Global Financial Services, Inc. and Capital One Taxi Medallion Finance. Capitalized terms shall have the meaning give to them in the Master JPA.

| TRI GLOBAL FINANCIAL SERVICES, | CAPITAL ONE TAXI MEDALLION |
|--------------------------------|----------------------------|
| INC. | FINANCE |
| | _ |
| By: Ville I M | By: |
| Name: DANTELLA ITIN | Name: |
| Title: VP | Title: |
| Date: 7.30.12 | Date: |
| | - |

EXH. "1"

PARTICIPATION SCHEDULE OF TERMS TO MASTER JOINT PARTICIPATION AGREEMENT ("PARTICIPATION AGREEMENT") DATED AUGUST 2, 2010 BETWEEN TRI GLOBAL FINANCIAL SERVICES, INC. ("Seller") AND CAPITAL ONE TAXI MEDALLION FINANCE

| Name of Loan Borrower: CHICAGO POLO IN INC | Name of Guarantor(s): |
|---|---|
| Loan Amount to Borrower: \$ 1440 000 00 | Loan Maturity Date: AUGUST 10, 2015 |
| Participant's Investment: \$ 1440 000.00 | Participant Percentage: 100% |
| Loan Interest Rate: 3.75% | Seller Interest Rate: 3.49 % (if fixed rate) check here if variable rate and complete variable rate addendum |
| Monthly Loan Payment: \$\frac{4500,00}{1500} from Borrower Interest Only: \(\sqrt{Yes} \) Yes (No) (check one) if interest only: Minimum Medallion Value \$\sqrt{\sqrt{S}} | Term of Loan in months: 36 Amortization period if different than Term Interest Only |
| Monthly Payment due COTMF \$_4/88.00 | Other Terms: |

Participant hereby acquires the Participation Percentage referenced above in the Loan to the Borrower, pursuant to the Assignment and Transfer executed together herewith, all according to the economic terms reflected above. The terms of the Participation Agreement are incorporated into this Schedule by reference. Capitalized terms on this Schedule shall have the meaning given to them in the Participation Agreement. In the event of any conflict between the terms of this Schedule and the Master Joint Participation Agreement, then the Master Joint Participation Agreement shall govern. If the Amortization period exceeds the Term of the Loan, then the Loan is due and payable on the Loan Maturity Date.

| TRI GLOBAL FINANCIAL SERVICES, INC. | CAPITAL ONE TAXI MEDALLION FINANCE |
|-------------------------------------|------------------------------------|
| By: Dille TTIN | By: |
| Title: V.P. | Title: |
| Date: 7 30 12 | Date: |

EXH. "2"

ASSIGNMENT & TRANSFER

| FOR VALUE RECEIVED, the undersigned hereby irrevocably and uncond | ditionally sells, |
|---|-------------------|
| assigns and transfers to Capital One Taxi Medallion Finance, a trade name for All | Points Capital |
| Corp., its successor and assigns (collectively "COTMF"), all of the undersigned's | |
| interest in, to and under (but none of the undersigned's obligations under) the Loan | |
| Exh. "1" hereto between the undersigned lender, andborrower ("I | Borrower" or |
| "Obligor") together with all the sums payable thereunder and all of our right, title a | and interest in |
| and to the Collateral described therein (the "Collateral"), all guaranties or surety ag | reements, and |
| all insurance and collateral of any kind or nature which we have pertaining thereto, | and all rights. |
| remedies and powers relating thereto, with good right in COTMF to collect and dis | |
| same. Capitalized terms used herein shall have the meaning given to them in that of | certain Master |
| Joint Participation Agreement between COTMF and the undersigned dated | , 2010. |

We represent, warrant and agree as to the Loan that: A. We have (and COTMF will have) good title thereto and good title to (or a valid, perfected first priority security interest in) the Collateral and good right to sell, lease and transfer the same; B. It is a valid obligation arising out of a bona fide commercial loan to Obligor in the ordinary course of Obligor's business; C. It contains or describes the entire agreement and all instruments and other documents made or given in connection with such Loan; D. No representations, warranties or inducements not contained in the Loan have been made or given; E. It creates a first priority security interest in the Collateral in our favor; F. It and the Collateral are and will be free of any other liens and encumbrances and are and will be free of any claims, defenses, offsets and counterclaims real or claimed; G. All information furnished to COTMF and all statements made and unpaid balances shown in it are and will be true and correct, and the signature thereon, on any assignment and on any loan or guaranty or surety applicable to it are the genuine signatures of the persons having due authority and capacity; H. It is and will be enforceable against all parties thereto in accordance with its terms; I. We have complied, and it complies, with all applicable federal, state and municipal laws, rules or regulations, having the force of law regarding leases, security agreements, loans, subleases and installment paper (including, without limitation, the requirements of the Federal Equal Credit Opportunity Act, Regulation "B" thereunder and any applicable usury laws); J. It and all applicable financing statements have been properly and timely filed and recorded; K. The Collateral is and has been unconditionally accepted by Obligor and is and will be insured in accordance with the terms of the Loan and we have fulfilled and will fulfill our obligations to Obligor with respect thereto; L. We have not received any payments under the Loan unless indicated on Ex. "1". We subordinate to COTMF all liens and/or encumbrances (statutory and/or otherwise) which we may now have or may hereafter acquire and/or assert against the Collateral. COTMF may in our name endorse any notes and/or other related instruments now or hereafter given in connection with the Loan and all checks, drafts and other remittances relating to the Loan. We give express permission to COTMF to release, by operation or law or otherwise, and/or to compromise or adjust any or all rights against, and grant extensions of time of payment to, Obligor or any guarantor, surety or other person obligated on the Loan, and to substitute Borrower's and/or other obligors, without notice to us and without affecting our obligations hereunder. COTMF may, at any time, without prior

notice to us, appropriate and apply to the payment of any of our obligations to COTMF, any and all balances, sums, property, credits, accounts, reserves, collections, checks or other instruments belonging or payable to us and in COTMF's possession, and for such purposes, endorse our name on any such instrument for payment. We hereby waive notice of acceptance hereof, presentment for payment, demand, notice of protest and dishonor, notice of default or non-payment and notices of every kind and nature with respect to the Loan and/or related instruments and guarantees. In the event of any default under the Loan or any other lease, sublease, promissory note or security agreement at any time assigned by us to COTMF, we hereby waive and relinquish unto COTMF any interest that we may have in the Collateral and any monies that COTMF may be holding for our account. Any breach by the undersigned of the aforesaid representations or warranties shall entitle COTMF, in addition to any rights it has under the Master Joint Participation Agreement, to demand of the undersigned payment of the remaining balance due under the Loan.

We indemnify and hold COTMF harmless against any claim, suit, action, proceeding, judgment, loss, liability or expense (including, without limitation, attorneys' fees and costs) arising out of or based upon: (a) our breach of any agreement, representation or warranty contained herein in the Master Joint Participation Agreement or in the Loan; (b) any taxes, assessments or penalties imposed on any of the Collateral or on any payment received by us under the Loan; (c) any loss, damage or injury to property, persons, services or equipment resulting from or in connection with the delivery, installation, ownership, leasing, use, possession, control, operation, maintenance or repair of any of the Collateral; or (d) a failure to fully and timely comply with any and all applicable laws and/or regulations relating to disclosures, the giving of notices, the obtaining of any necessary permits, approvals, licenses, certificates and the like, and/or the making of any required filings and/or recordings, in each case in connection with the Collateral and/or the transaction evidenced by the Loan. This Assignment and Transfer shall be governed by the laws of the State of New York, without regard to principles of conflicts of law or choice of law. We hereby irrevocably (i) consent to the jurisdiction and venue of the state and federal courts sitting in Nassau County, New York, in any action or proceeding arising out of or relating to this Assignment; (ii) agree that service of process in any such action or proceeding may be given to us by mail to our address shown below; and (iii) WAIVE TRIAL BY JURY and the right to interpose any defense, offset or counterclaim of any kind in any such action or proceeding.

IN WITNESS WHEREOF, we have caused this Assignment and Transfer to be executed this 30 day of July , 2012.

TRI GLOBAL FINANCIAL SERVICES, INC.

Date:

0

Variable Rate Addendum

| | This Addendum to that | t Participation Schedule of Terms for COTMF Loan |
|---------|------------------------|---|
| # | dated | 2010 (the "Schedule") to the Master Joint |
| Partici | pation Agreement ("Par | ticipation Agreement") dated August 2, 2010 between Tri |
| | | . ("Seller") and Capital One Taxi Medallion Finance |
| | | the Schedule and incorporates by reference all the |
| | ions thereof. | 1 |

Whereas, the Seller has selected a variable rate of interest as the Seller Interest Rate as detailed below.

Whereas, the Seller has requested the ability to convert the Seller Interest Rate to a fixed rate during the term of the Loan,

Now Therefore, it is agreed as follows:

1. <u>Seller Interest Rate</u>. The Seller Interest Rate due hereunder shall bear interest at an annual rate, for each applicable LIBOR Interest Period, equal to three hundred fifty (350) basis points above LIBOR (as such term is defined herein). The initial LIBOR Interest Period shall commence on the date hereof and end on the 30th day of the next full calendar month after the date hereof.

For purposes hereof, "LIBOR" means, with respect to each Period, the rate for deposits in U.S. Dollars for a period of the Designated Maturity which appears on the Reuters Screen LIBOR01 Page as of 11:00 a.m., London time, on the day that is two London Banking Days preceding that Reset Date. If such rate does not appear on the Reuters Screen LIBOR01 Page, the rate for that Reset Date will be determined as if the parties had specific "USD-LIBOR-Reference Banks" as the applicable Floating Rate Option.

"USD-LIBOR-Reference Banks" means that the rate for a Reset Date will be determined on the basis of the rates at which deposits in U.S. Dollars are offered by the Reference Banks at approximately 11:00 a.m. London time, on the day that is two London Banking Days preceding the Reset Date to prime banks in the London interbank market for a period of the designated maturity commencing on that Reset Date and in a representative amount. COTMF will request the principal London office of each of the Reference Banks to provide a quotation of its rate. If at least two such quotations are provided, the rate for that Reset Date will be the arithmetic mean of the quotations. If fewer than two quotations are provided as requested, the rate for that Reset Date will be the arithmetic mean of the rates quoted by major banks in New York City, selected by COTMF, at approximately 11:00 a.m., New York City time, on that Reset Date for loans in U.S. Dollars to leading European banks for a period of the designated maturity commencing on that Reset Date and in a representative amount.

The Seller Interest Rate for this Note shall be reset every one (1) month during the term hereof at the expiration of each respective LIBOR Interest Period. A new applicable Seller Interest Rate shall be established every one (1) month during the term hereof at the end of the preceding LIBOR Interest Period (the "Reset Date"). On each Reset Date, a new applicable Seller Interest Rate shall be established using the one (1) month LIBOR rate in effect two (2) business days prior to each respective Reset Date. Each change in the applicable Seller Interest Rate at the end of each incremental LIBOR Interest Period during the term hereof shall effect a simultaneous and corresponding change in the interest rate hereunder on each respective Reset Date without notice to the Borrower. The initial applicable Seller Interest Rate will be calculated as Three and one-half (3.5%) percent above the LIBOR rate in effect two (2) business days prior to the date hereof.

Interest shall be payable on the dates and pursuant to the terms otherwise set forth in the Participation Agreement.

- 2. Fixed Rate Conversion. At any time after the six (6) month anniversary of the date of COTMF's payment to Seller for the Participant Investment, Seller shall have the right to convert the Seller Interest Rate from a floating rate to a fixed rate, by delivery a notice of conversion to COTMF at least three (3) Business Days prior to the proposed effective date of conversion. Such notice shall specify the effective date of such conversion (the "Effective Date"). From and after the Effective Date, Seller Interest Rate shall accrue and be payable at a fixed rate equal to three and one-half (3.5%) percent above the two (2) year LIBOR swap rate. Seller shall not have the right to convert the loan back to a floating rate and the Loan Maturity Date shall not change.
- 3. <u>Entire Understanding</u>. Any change in the Seller Interest Rate shall not effect the principal component of the repayment of Participant's investment. Except as set forth in this Addendum, the terms and conditions of the Schedule and the Participation Agreement shall remain in full force and effect and may not be modified except as provided therein.
- 4. <u>Pre-Payment Fee</u>. COTMF's right to collect the Pre-Payment Fee (as defined in the Participation Agreement) is hereby waived provided that Seller does not exercise its option to convert the Seller Interest Rate from a floating rate to a fixed rate.

| TRI GLOBAL FINANCIAL SERVICES, INC. | CAPITAL ONE TAXI MEDALLION FINANCE |
|-------------------------------------|------------------------------------|
| By: Quelle Iti | Ву: |
| Name DANIELLA ITIN | Name: |
| Title: VP | Title: |
| Date: 7.30.12 | Date: |
| | |

Amendment No. 1 made this _____ day of November, 2010 to that certain Master Joint Participation Agreement dated August 2, 2010 by and between Tri Global Financial Services, Inc. ("Seller" or "Tri Global") and Capital One Taxi Medallion Finance (a trade name of All Points Capital Corp.) ("COTMF" or "Participant") hereafter, the "Master JPA".

WHEREAS, Seller and Participant are partners to the Master JPA and are desirous of amending the same.

NOW, THEREFORE, in consideration of the mutual promises contained herein, it is agreed as follows:

- 1. Participation Schedule. Exh. "1" to the Master JPA shall be replaced by the Participation Schedule and Variable Rate Addendum annexed hereto as Exh. "1".
- 2. <u>Participation Percentage</u>. The word "Borrower" on line 3, par. 1(i) of the Master JPA is changed to "Seller".
- 3. ACH Payments: The word "debt" on line 2, second full paragraph on page 5 of the Master JPA is changed to "debit".
- 4. <u>Full Force and Effect</u>. Except as specifically modified by the terms of this Amendment No. 1, the Master JPA remains in full force and effect and neither it nor this Amendment No. 1 may be amended or modified except in a writing executed by both Tri Global Financial Services, Inc. and Capital One Taxi Medallion Finance. Capitalized terms shall have the meaning give to them in the Master JPA.

| TRI GLOBAL FINANCIAL SERVICES, | CAPITAL ONE TAXI MEDALLION FINANCE |
|-----------------------------------|------------------------------------|
| By: Delle The Name: DANTELLA ITIN | By:Name: |
| Title: VP | Title: |
| Date: 7.30.12 | Date: |
| | |

EXH. "1"

PARTICIPATION SCHEDULE OF TERMS TO MASTER JOINT PARTICIPATION AGREEMENT ("PARTICIPATION AGREEMENT") DATED AUGUST 2, 2010 BETWEEN TRI GLOBAL FINANCIAL SERVICES, INC. ("Seller") AND CAPITAL ONE TAXI MEDALLION FINANCE

| Name of Loan Borrower: | Name of Guarantor(s): Symon Garbon |
|---|--|
| CHICAGO POLO XII INC | Misson Elite Colo Como |
| | Mongo cire care cong |
| Loan Amount to Borrower: \$ 960,00 | Name of Guarantor(s): Symon Garber Chicago Elite Cab Corp Loan Maturity Date: September 10, 2012 |
| Participant's Investment: \$ 96000.00 | Participant Percentage: 100% |
| Loan Interest Rate: 3.75% | Seller Interest Rate: 3,49% (if fixed rate) check here if variable rate and complete variable rate addendum |
| Monthly Loan Payment: \$ 3000,00 from | Term of Loan in months: 36 |
| Borrower | Amortization period if different than Term |
| | Amortization period it different than Term |
| Interest Only: Yes (No) (check one) | Interest Only |
| if interest only: Minimum Medallion Value | |
| \$ | |
| Monthly Payment due COTMF | Other Terms: |
| \$ 2792,∞ | |
| | |

Participant hereby acquires the Participation Percentage referenced above in the Loan to the Borrower, pursuant to the Assignment and Transfer executed together herewith, all according to the economic terms reflected above. The terms of the Participation Agreement are incorporated into this Schedule by reference. Capitalized terms on this Schedule shall have the meaning given to them in the Participation Agreement. In the event of any conflict between the terms of this Schedule and the Master Joint Participation Agreement, then the Master Joint Participation Agreement shall govern. If the Amortization period exceeds the Term of the Loan, then the Loan and payable on the Loan Maturity Date.

| TRI GLOBAL FINANCIAL CAPITAL ONE TAXI MEDALLION FINANCIAL SERVICES, INC. |
|--|
| |
| By: By: Abrilla |
| Name: DANIELLA ITIN Name: Salvatore (hierito |
| Title: VP Title: VP |
| Date: AUGUST 21, 2012 Date: 8-2/-/1 |

EXH. "2"

ASSIGNMENT & TRANSFER

We represent, warrant and agree as to the Loan that: A. We have (and COTMF will have) good title thereto and good title to (or a valid, perfected first priority security interest in) the Collateral and good right to sell, lease and transfer the same; B. It is a valid obligation arising out of a bona fide commercial loan to Obligor in the ordinary course of Obligor's business; C. It contains or describes the entire agreement and all instruments and other documents made or given in connection with such Loan; D. No representations, warranties or inducements not contained in the Loan have been made or given; E. It creates a first priority security interest in the Collateral in our favor; F. It and the Collateral are and will be free of any other liens and encumbrances and are and will be free of any claims, defenses, offsets and counterclaims real or claimed; G. All information furnished to COTMF and all statements made and unpaid balances shown in it are and will be true and correct, and the signature thereon, on any assignment and on any loan or guaranty or surety applicable to it are the genuine signatures of the persons having due authority and capacity; Id. It is and will be enforceable against all parties thereto in accordance with its terms; 1. We have complied, and it complies, with all applicable federal, state and municipal laws, rules or regulations, having the force of law regarding leases, security agreements, loans, subleases and installment paper (including, without limitation, the requirements of the Federal Equal Credit Opportunity Act, Regulation "B" thereunder and any applicable usury laws); J. It and all applicable financing statements have been properly and timely filed and recorded; K. The Collateral is and has been unconditionally accepted by Obligor and is and will be insured in accordance with the terms of the Loan and we have fulfilled and will fulfill our obligations to Obligor with respect thereto; L. We have not received any payments under the Loan unless indicated on Ex. "1". We subordinate to COTMF all liens and/or encumbrances (statutory and/or otherwise) which we may now have or may hereafter acquire and/or assert against the Collateral. COTMF may in our name endorse any notes and/or other related instruments now or hereafter given in connection with the Loan and all checks, drafts and other remittances relating to the Loan. We give express permission to COTMF to release, by operation or law or otherwise, and/or to compromise or adjust any or all rights against, and grant extensions of time of payment to, Obligor or any guarantor, surety or other person obligated on the Loan, and to substitute Borrower's and/or other obligors, without notice to us and without affecting our obligations hereunder. COTMF may, at any time, without prior

notice to us, appropriate and apply to the payment of any of our obligations to COTMF, any and all balances, sums, property, credits, accounts, reserves, collections, checks or other instruments belonging or payable to us and in COTMF's possession, and for such purposes, endorse our name on any such instrument for payment. We hereby waive notice of acceptance hereof, presentment for payment, demand, notice of protest and dishonor, notice of default or non-payment and notices of every kind and nature with respect to the Loan and/or related instruments and guarantees. In the event of any default under the Loan or any other lease, sublease, promissory note or security agreement at any time assigned by us to COTMF, we hereby waive and relinquish unto COTMF any interest that we may have in the Collateral and any monies that COTMF may be holding for our account. Any breach by the undersigned of the aforesaid representations or warranties shall entitle COTMF, in addition to any rights it has under the Master Joint Participation Agreement, to demand of the undersigned payment of the remaining balance due under the Loan.

We indemnify and hold COTMF harmless against any claim, suit, action, proceeding, judgment, loss, liability or expense (including, without limitation, attorneys' fees and costs) arising out of or based upon: (a) our breach of any agreement, representation or warranty contained herein in the Master Joint Participation Agreement or in the Loan; (b) any taxes, assessments or penalties imposed on any of the Collateral or on any payment received by us under the Loan; (c) any loss, damage or injury to property, persons, services or equipment resulting from or in connection with the delivery, installation, ownership, leasing, use, possession, control, operation, maintenance or repair of any of the Collateral; or (d) a failure to fully and timely comply with any and all applicable laws and/or regulations relating to disclosures, the giving of notices, the obtaining of any necessary permits, approvals, licenses, certificates and the like, and/or the making of any required filings and/or recordings, in each case in connection with the Collateral and/or the transaction evidenced by the Loan. This Assignment and Transfer shall be governed by the laws of the State of New York, without regard to principles of conflicts of law or choice of law. We hereby irrevocably (i) consent to the jurisdiction and venue of the state and federal courts sitting in Nassau County, New York, in any action or proceeding arising out of or relating to this Assignment; (ii) agree that service of process in any such action or proceeding may be given to us by mail to our address shown below; and (iii) WAIVE TRIAL BY JURY and the right to interpose any defense, offset or counterclaim of any kind in any such action or proceeding.

IN WITNESS WHEREOF, we have caused this Assignment and Transfer to be executed this 21 day of August, 2012.

TRI GLOBAL FINANCIAL SERVICES, INC.

Address:

Date:

Variable Rate Addendum

| | This Addendum to that | t Participation Schedule of Terms for COTMF Loan |
|----------|------------------------|---|
| # | dated | 2010 (the "Schedule") to the Master Joint |
| Particip | pation Agreement ("Par | ticipation Agreement") dated August 2, 2010 between Tri |
| | | . ("Seller") and Capital One Taxi Medallion Finance |
| | | the Schedule and incorporates by reference all the |
| | ons thereof. | • |

Whereas, the Seller has selected a variable rate of interest as the Seller Interest Rate as detailed below.

Whereas, the Seller has requested the ability to convert the Seller Interest Rate to a fixed rate during the term of the Loan,

Now Therefore, it is agreed as follows:

1. <u>Seller Interest Rate</u>. The Seller Interest Rate due hereunder shall bear interest at an annual rate, for each applicable LIBOR Interest Period, equal to three hundred fifty (350) basis points above LIBOR (as such term is defined herein). The initial LIBOR Interest Period shall commence on the date hereof and end on the 30th day of the next full calendar month after the date hereof.

For purposes hereof, "LIBOR" means, with respect to each Period, the rate for deposits in U.S. Dollars for a period of the Designated Maturity which appears on the Reuters Screen LIBOR01 Page as of 11:00 a.m., London time, on the day that is two London Banking Days preceding that Reset Date. If such rate does not appear on the Reuters Screen LIBOR01 Page, the rate for that Reset Date will be determined as if the parties had specific "USD-LIBOR-Reference Banks" as the applicable Floating Rate Option.

"USD-LIBOR-Reference Banks" means that the rate for a Reset Date will be determined on the basis of the rates at which deposits in U.S. Dollars are offered by the Reference Banks at approximately 11:00 a.m. London time, on the day that is two London Banking Days preceding the Reset Date to prime banks in the London interbank market for a period of the designated maturity commencing on that Reset Date and in a representative amount. COTMF will request the principal London office of each of the Reference Banks to provide a quotation of its rate. If at least two such quotations are provided, the rate for that Reset Date will be the arithmetic mean of the quotations. If fewer than two quotations are provided as requested, the rate for that Reset Date will be the arithmetic mean of the rates quoted by major banks in New York City, selected by COTMF, at approximately 11:00 a.m., New York City time, on that Reset Date for loans in U.S. Dollars to leading European banks for a period of the designated maturity commencing on that Reset Date and in a representative amount.

The Seller Interest Rate for this Note shall be reset every one (1) month during the term hereof at the expiration of each respective LIBOR Interest Period. A new applicable Seller Interest Rate shall be established every one (1) month during the term hereof at the end of the preceding LIBOR Interest Period (the "Reset Date"). On each Reset Date, a new applicable Seller Interest Rate shall be established using the one (1) month LIBOR rate in effect two (2) business days prior to each respective Reset Date. Each change in the applicable Seller Interest Rate at the end of each incremental LIBOR Interest Period during the term hereof shall effect a simultaneous and corresponding change in the interest rate hereunder on each respective Reset Date without notice to the Borrower. The initial applicable Seller Interest Rate will be calculated as Three and one-half (3.5%) percent above the LIBOR rate in effect two (2) business days prior to the date hereof.

Interest shall be payable on the dates and pursuant to the terms otherwise set forth in the Participation Agreement.

- 2. <u>Fixed Rate Conversion</u>. At any time after the six (6) month anniversary of the date of COTMF's payment to Seller for the Participant Investment, Seller shall have the right to convert the Seller Interest Rate from a floating rate to a fixed rate, by delivery a notice of conversion to COTMF at least three (3) Business Days prior to the proposed effective date of conversion. Such notice shall specify the effective date of such conversion (the "Effective Date"). From and after the Effective Date, Seller Interest Rate shall accrue and be payable at a fixed rate equal to three and one-half (3.5%) percent above the two (2) year LIBOR swap rate. Seller shall not have the right to convert the loan back to a floating rate and the Loan Maturity Date shall not change.
- 3. <u>Entire Understanding</u>. Any change in the Seller Interest Rate shall not effect the principal component of the repayment of Participant's investment. Except as set forth in this Addendum, the terms and conditions of the Schedule and the Participation Agreement shall remain in full force and effect and may not be modified except as provided therein.
- 4. <u>Pre-Payment Fee</u>. COTMF's right to collect the Pre-Payment Fee (as defined in the Participation Agreement) is hereby waived provided that Seller does not exercise its option to convert the Seller Interest Rate from a floating rate to a fixed rate.

| TRI GLOBAL FINANCIAL SERVICES, INC. | CAPITAL ONE PAXI MEDALLION FINANCE |
|-------------------------------------|------------------------------------|
| By: Treila Iti | By: Mari |
| Name: SANIELLA ITIN | Name: Sulvatore Chicica |
| Title: V.P. | Title: UP |
| Date: 8,21,12 | Date: 8 - 11-11 |

Amendment No. 1 made this _____ day of November, 2010 to that certain Master Joint Participation Agreement dated August 2, 2010 by and between Tri Global Financial Services, Inc. ("Seller" or "Tri Global") and Capital One Taxi Medallion Finance (a trade name of All Points Capital Corp.) ("COTMF" or "Participant") hereafter, the "Master JPA".

WHEREAS, Seller and Participant are partners to the Master JPA and are desirous of amending the same.

NOW, THEREFORE, in consideration of the mutual promises contained herein, it is agreed as follows:

- 1. <u>Participation Schedule</u>. Exh. "1" to the Master JPA shall be replaced by the Participation Schedule and Variable Rate Addendum annexed hereto as Exh. "1".
- 2. <u>Participation Percentage</u>. The word "Borrower" on line 3, par. 1(i) of the Master JPA is changed to "Seller".
- 3. <u>ACH Payments</u>: The word "debt" on line 2, second full paragraph on page 5 of the Master JPA is changed to "debit".
- 4. Full Force and Effect. Except as specifically modified by the terms of this Amendment No. 1, the Master JPA remains in full force and effect and neither it nor this Amendment No. 1 may be amended or modified except in a writing executed by both Tri Global Financial Services, Inc. and Capital One Taxi Medallion Finance. Capitalized terms shall have the meaning give to them in the Master JPA.

| TRI GLOBAL FINANCIAL SERVICES, | CAPITAL ONE TAXI MEDALLION |
|--------------------------------|----------------------------|
| INC. | FINANCE / |
| By: Soculta Iti | By: |
| Name: DANTELLA ITIN | Name Salvatore Chierica |
| l'itle: V. P. | Title: |
| Date: 8, 21, 12 | Date: 8 - 2/-/2 |

EXH. "1"

PARTICIPATION SCHEDULE OF TERMS TO MASTER JOINT PARTICIPATION AGREEMENT ("PARTICIPATION AGREEMENT") DATED AUGUST 2, 2010 BETWEEN TRI GLOBAL FINANCIAL SERVICES, INC. ("Seller") AND CAPITAL ONE TAXI MEDALLION FINANCE

| Name of Guarantor(s): Symon Garber |
|--|
| Micago Elite Calo Corzo |
| Name of Guarantor(s): Symon Garber Chicago Elite Cale Corp Loan Maturity Date: September 10, 2012 |
| Participant Percentage: 100% |
| Seller Interest Rate: 3.49% (if fixed rate) check here if variable rate and complete variable rate addendum |
| Term of Loan in months: 36 |
| Amortization period if different than Term |
| Totaras & Pooles |
| Interest Only |
| |
| Other Terms: |
| |
| |

Participant hereby acquires the Participation Percentage referenced above in the Loan to the Borrower, pursuant to the Assignment and Transfer executed together herewith, all according to the economic terms reflected above. The terms of the Participation Agreement are incorporated into this Schedule by reference. Capitalized terms on this Schedule shall have the meaning given to them in the Participation Agreement. In the event of any conflict between the terms of this Schedule and the Master Joint Participation Agreement, then the Master Joint Participation Agreement shall govern. If the Amortization period exceeds the Term of the Loan, then the Loan is due and payable on the Loan Maturity Date.

| TRI GLOBAL FINANCIAL SERVICES, INC. | CAPITAL ONE TAXI MEDALLION FINANCE |
|-------------------------------------|------------------------------------|
| By: DANIELLA ITIN | By: Salvatore Chierice |
| Title: VP Date: AUGUST 21, 2012 | Title: Uf Date: 8 2/-/2 |

EXH. "2"

ASSIGNMENT & TRANSFER

We represent, warrant and agree as to the Loan that: A. We have (and COTMF will have) good title thereto and good title to (or a valid, perfected first priority security interest in) the Collateral and good right to sell, lease and transfer the same; B. It is a valid obligation arising out of a bona fide commercial loan to Obligor in the ordinary course of Obligor's business; C. It contains or describes the entire agreement and all instruments and other documents made or given in connection with such Loan; D. No representations, warranties or inducements not contained in the Loan have been made or given; E. It creates a first priority security interest in the Collateral in our favor; F. It and the Collateral are and will be free of any other liens and encumbrances and are and will be free of any claims, defenses, offsets and counterclaims real or claimed; G. All information furnished to COTMF and all statements made and unpaid balances shown in it are and will be true and correct, and the signature thereon, on any assignment and on any loan or guaranty or surety applicable to it are the genuine signatures of the persons having due authority and capacity; H. It is and will be enforceable against all parties thereto in accordance with its terms; I. We have complied, and it complies, with all applicable federal, state and municipal laws, rules or regulations, having the force of law regarding leases, security agreements, loans, subleases and installment paper (including, without limitation, the requirements of the Federal Equal Credit Opportunity Act, Regulation "B" thereunder and any applicable usury laws); J. It and all applicable financing statements have been properly and timely filed and recorded; K. The Collateral is and has been unconditionally accepted by Obligor and is and will be insured in accordance with the terms of the Loan and we have fulfilled and will fulfill our obligations to Obligor with respect thereto; L. We have not received any payments under the Loan unless indicated on Ex. "1". We subordinate to COTMF all liens and/or encumbrances (statutory and/or otherwise) which we may now have or may hereafter acquire and/or assert against the Collateral. COTMF may in our name endorse any notes and/or other related instruments now or hereafter given in connection with the Loan and all checks, drafts and other remittances relating to the Loan. We give express permission to COTMF to release, by operation or law or otherwise, and/or to compromise or adjust any or all rights against, and grant extensions of time of payment to, Obligor or any guarantor, surety or other person obligated on the Loan, and to substitute Borrower's and/or other obligors, without notice to us and without affecting our obligations hereunder. COTMF may, at any time, without prior

notice to us, appropriate and apply to the payment of any of our obligations to COTMF, any and all balances, sums, property, credits, accounts, reserves, collections, checks or other instruments belonging or payable to us and in COTMF's possession, and for such purposes, endorse our name on any such instrument for payment. We hereby waive notice of acceptance hereof, presentment for payment, demand, notice of protest and dishonor, notice of default or non-payment and notices of every kind and nature with respect to the Loan and/or related instruments and guarantees. In the event of any default under the Loan or any other lease, sublease, promissory note or security agreement at any time assigned by us to COTMF, we hereby waive and relinquish unto COTMF any interest that we may have in the Collateral and any monies that COTMF may be holding for our account. Any breach by the undersigned of the aforesaid representations or warranties shall entitle COTMF, in addition to any rights it has under the Master Joint Participation Agreement, to demand of the undersigned payment of the remaining balance due under the Loan.

We indemnify and hold COTMF harmless against any claim, suit, action, proceeding, judgment, loss, liability or expense (including, without limitation, attorneys' fees and costs) arising out of or based upon: (a) our breach of any agreement, representation or warranty contained herein in the Master Joint Participation Agreement or in the Loan; (b) any taxes, assessments or penalties imposed on any of the Collateral or on any payment received by us under the Loan; (c) any loss, damage or injury to property, persons, services or equipment resulting from or in connection with the delivery, installation, ownership, leasing, use, possession, control, operation, maintenance or repair of any of the Collateral; or (d) a failure to fully and timely comply with any and all applicable laws and/or regulations relating to disclosures, the giving of notices, the obtaining of any necessary permits, approvals, licenses, certificates and the like, and/or the making of any required filings and/or recordings, in each case in connection with the Collateral and/or the transaction evidenced by the Loan. This Assignment and Transfer shall be governed by the laws of the State of New York, without regard to principles of conflicts of law or choice of law. We hereby irrevocably (i) consent to the jurisdiction and venue of the state and federal courts sitting in Nassau County, New York, in any action or proceeding arising out of or relating to this Assignment; (ii) agree that service of process in any such action or proceeding may be given to us by mail to our address shown below; and (iii) WAIVE TRIAL BY JURY and the right to interpose any defense, offset or counterclaim of any kind in any such action or proceeding.

IN WITNESS WHEREOF, we have caused this Assignment and Transfer to be executed this 21 day of August, 212.

TRI GLOBAL FINANCIAL SERVICES, INC.

Title.

Address: 26

5. Wabash 1

tre Chicago Il

Variable Rate Addendum

| 7 | This Addendum to the | it Participation Schedule of Terms for COTMF Loan |
|----------|-----------------------|--|
| # | dated | 2010 (the "Schedule") to the Master Joint |
| Ранісіра | ition Agreement ("Par | rticipation Agreement") dated August 2, 2010 between Tri |
| | | c. ("Seller") and Capital One Taxi Medallion Finance |
| | | the Schedule and incorporates by reference all the |
| | ns thereof. | |

Whereas, the Seller has selected a variable rate of interest as the Seller Interest Rate as detailed below.

Whereas, the Seller has requested the ability to convert the Seller Interest Rate to a fixed rate during the term of the Loan,

Now Therefore, it is agreed as follows:

1. <u>Seller Interest Rate</u>. The Seller Interest Rate due hereunder shall bear interest at an annual rate, for each applicable LIBOR Interest Period, equal to three hundred fifty (350) basis points above LIBOR (as such term is defined herein). The initial LIBOR Interest Period shall commence on the date hereof and end on the 30th day of the next full calendar month after the date hereof.

For purposes hercof, "LIBOR" means, with respect to each Period, the rate for deposits in U.S. Dollars for a period of the Designated Maturity which appears on the Reuters Screen LIBOR01 Page as of 11:00 a.m., London time, on the day that is two London Banking Days preceding that Reset Date. If such rate does not appear on the Reuters Screen LIBOR01 Page, the rate for that Reset Date will be determined as if the parties had specific "USD-LIBOR-Reference Banks" as the applicable Floating Rate Option.

"USD-LIBOR-Reference Banks" means that the rate for a Reset Date will be determined on the basis of the rates at which deposits in U.S. Dollars are offered by the Reference Banks at approximately 11:00 a.m. London time, on the day that is two London Banking Days preceding the Reset Date to prime banks in the London interbank market for a period of the designated maturity commencing on that Reset Date and in a representative amount. COTMF will request the principal London office of each of the Reference Banks to provide a quotation of its rate. If at least two such quotations are provided, the rate for that Reset Date will be the arithmetic mean of the quotations. If fewer than two quotations are provided as requested, the rate for that Reset Date will be the arithmetic mean of the rates quoted by major banks in New York City, selected by COTMF, at approximately 11:00 a.m., New York City time, on that Reset Date for loans in U.S. Dollars to leading European banks for a period of the designated maturity commencing on that Reset Date and in a representative amount.

The Seller Interest Rate for this Note shall be reset every one (1) month during the term hereof at the expiration of each respective LIBOR Interest Period. A new applicable Seller Interest Rate shall be established every one (1) month during the term hereof at the end of the preceding LIBOR Interest Period (the "Reset Date"). On each Reset Date, a new applicable Seller Interest Rate shall be established using the one (1) month LIBOR rate in effect two (2) business days prior to each respective Reset Date. Each change in the applicable Seller Interest Rate at the end of each incremental LIBOR Interest Period during the term hereof shall effect a simultaneous and corresponding change in the interest rate hereunder on each respective Reset Date without notice to the Borrower. The initial applicable Seller Interest Rate will be calculated as Three and one-half (3.5%) percent above the LIBOR rate in effect two (2) business days prior to the date hereof.

Interest shall be payable on the dates and pursuant to the terms otherwise set forth in the Participation Agreement.

- 2. <u>Fixed Rate Conversion</u>. At any time after the six (6) month anniversary of the date of COTMF's payment to Seller for the Participant Investment, Seller shall have the right to convert the Seller Interest Rate from a floating rate to a fixed rate, by delivery a notice of conversion to COTMF at least three (3) Business Days prior to the proposed effective date of conversion. Such notice shall specify the effective date of such conversion (the "Effective Date"). From and after the Effective Date, Seller Interest Rate shall accrue and be payable at a fixed rate equal to three and one-half (3.5%) percent above the two (2) year LIBOR swap rate. Seller shall not have the right to convert the loan back to a floating rate and the Loan Maturity Date shall not change.
- 3. Entire Understanding. Any change in the Seller Interest Rate shall not effect the principal component of the repayment of Participant's investment. Except as set forth in this Addendum, the terms and conditions of the Schedule and the Participation Agreement shall remain in full force and effect and may not be modified except as provided therein.
- 4. <u>Pre-Payment Fee.</u> COTMF's right to collect the Pre-Payment Fee (as defined in the Participation Agreement) is hereby waived provided that Seller does not exercise its option to convert the Seller Interest Rate from a floating rate to a fixed rate.

| TRI GLOBAL FINANCIAL SERVICES, INC. | CAPITAL ONE TAXI MEDALLION FINANCE |
|-------------------------------------|------------------------------------|
| By: Paula ITIN | By: Sulvatore Chieric |
| Title: V.P. | Title: UP |
| Date: 8,21,12 | Date: 8-21-14 |

Amendment No. 1 made this _____ day of November, 2010 to that certain Master Joint Participation Agreement dated August 2, 2010 by and between Tri Global Financial Services, Inc. ("Seller" or "Tri Global") and Capital One Taxi Medallion Finance (a trade name of All Points Capital Corp.) ("COTMF" or "Participant") hereafter, the "Master JPA".

WHEREAS, Seller and Participant are partners to the Master JPA and are desirous of amending the same.

NOW, THEREFORE, in consideration of the mutual promises contained herein, it is agreed as follows:

- 1. <u>Participation Schedule</u>. Exh. "1" to the Master JPA shall be replaced by the Participation Schedule and Variable Rate Addendum annexed hereto as Exh. "1".
- 2. <u>Participation Percentage</u>. The word "Borrower" on line 3, par. 1(i) of the Master JPA is changed to "Seller".
- 3. <u>ACH Payments</u>: The word "debt" on line 2, second full paragraph on page 5 of the Master JPA is changed to "debit".
- 4. <u>Full Force and Effect</u>. Except as specifically modified by the terms of this Amendment No. 1, the Master JPA remains in full force and effect and neither it nor this Amendment No. 1 may be amended or modified except in a writing executed by both Tri Global Financial Services, Inc. and Capital One Taxi Medallion Finance. Capitalized terms shall have the meaning give to them in the Master JPA.

| TRI GLOBAL FINANCIAL SERVICES, | CAPITAL ONE TAXI MEDALLION |
|--------------------------------|----------------------------|
| INC. By: Tree la lie | FINANCE By: |
| Name: DANIELLA ITIN | Name. Solvatore Chierico |
| l'itle: V, P, | Title: UP |
| Date: 8, 21, 12 | Date: 8 - 6/- 14 |
| | |

EXH. "1"

PARTICIPATION SCHEDULE OF TERMS TO MASTER JOINT PARTICIPATION AGREEMENT ("PARTICIPATION AGREEMENT") DATED AUGUST 2, 2010 BETWEEN TRI GLOBAL FINANCIAL SERVICES, INC. ("Seller") AND CAPITAL ONE TAXI MEDALLION FINANCE

| Name of Loan Borrower: ENETOCHKA TAXI INC Loan Amount to Borrower: \$ 960 000.00 Participant's Investment: \$ 960000.00 | Name of Guarantor(s): Symon Garber Chicago Elite Cale Cozo Loan Maturity Date: September 10, 2012 Participant Percentage: 100% |
|---|---|
| Loan Interest Rate: 3.75% | Seller Interest Rate: 3.49 % (if fixed rate) |
| TANAN IMOJON NATO | check here if variable rate and complete variable rate addendum |
| Monthly Loan Payment: \$3000.00 from Borrower Interest Only: Yes (No) (check one) if interest only: Minimum Medallion Value \$ | Term of Loan in months: 36 Amortization period if different than Term Interest Only |
| Monthly Payment due COTMF \$ 2792.00 | Other Terms: |

Participant hereby acquires the Participation Percentage referenced above in the Loan to the Borrower, pursuant to the Assignment and Transfer executed together herewith, all according to the economic terms reflected above. The terms of the Participation Agreement are incorporated into this Schedule by reference. Capitalized terms on this Schedule shall have the meaning given to them in the Participation Agreement. In the event of any conflict between the terms of this Schedule and the Master Joint Participation Agreement, then the Master Joint Participation Agreement shall govern. If the Amortization period exceeds the Term of the Loan, then the Loan is due and payable on the Loan Maturity Date.

| TRI GLOBAL FINANCIAL | CAPITAL ONE FAXI MEDALLION FINANCE |
|-----------------------|------------------------------------|
| SERVICES, INC. | |
| By: A culle live | By: |
| Name: DAVIELLA ITIN | Name: Salvatore (hierico |
| Title: VP | Title: UP |
| Date: AUGUST 21, 2012 | Date: 8:21-12 |
| | |

EXH. "2"

ASSIGNMENT & TRANSFER

We represent, warrant and agree as to the Loan that: A. We have (and COTMF will have) good title thereto and good title to (or a valid, perfected first priority security interest in) the Collateral and good right to sell, lease and transfer the same; B. It is a valid obligation arising out of a bona fide commercial loan to Obligor in the ordinary course of Obligor's business; C. It contains or describes the entire agreement and all instruments and other documents made or given in connection with such Loan; D. No representations, warranties or inducements not contained in the Loan have been made or given; E. It creates a first priority security interest in the Collateral in our favor; F. It and the Collateral are and will be free of any other liens and encumbrances and are and will be free of any claims, defenses, offsets and counterclaims real or claimed; G. All information furnished to COTMF and all statements made and unpaid balances shown in it are and will be true and correct, and the signature thereon, on any assignment and on any loan or guaranty or surety applicable to it are the genuine signatures of the persons having due authority and capacity; H. It is and will be enforceable against all parties thereto in accordance with its terms; I. We have complied, and it complies, with all applicable federal, state and municipal laws, rules or regulations, having the force of law regarding leases, security agreements, loans, subleases and installment paper (including, without limitation, the requirements of the Federal Equal Credit Opportunity Act, Regulation "B" thereunder and any applicable usury laws); J. It and all applicable financing statements have been properly and timely filed and recorded; K. The Collateral is and has been unconditionally accepted by Obligor and is and will be insured in accordance with the terms of the Loan and we have fulfilled and will fulfill our obligations to Obligor with respect thereto; L. We have not received any payments under the Loan unless indicated on <a>Ex. "1". We subordinate to COTMF all liens and/or encumbrances (statutory and/or otherwise) which we may now have or may hereafter acquire and/or assert against the Collateral. COTMI may in our name endorse any notes and/or other related instruments now or hereafter given in connection with the Loan and all checks, drafts and other remittances relating to the Loan. We give express permission to COTMF to release, by operation or law or otherwise, and/or to compromise or adjust any or all rights against, and grant extensions of time of payment to, Obligor or any guarantor, surety or other person obligated on the Loan, and to substitute Borrower's and/or other obligors, without notice to us and without affecting our obligations hereunder. COTMF may, at any time, without prior

notice to us, appropriate and apply to the payment of any of our obligations to COTMF, any and all balances, sums, property, credits, accounts, reserves, collections, checks or other instruments belonging or payable to us and in COTMF's possession, and for such purposes, endorse our name on any such instrument for payment. We hereby waive notice of acceptance hereof, presentment for payment, demand, notice of protest and dishonor, notice of default or non-payment and notices of every kind and nature with respect to the Loan and/or related instruments and guarantees. In the event of any default under the Loan or any other lease, sublease, promissory note or security agreement at any time assigned by us to COTMF, we hereby waive and relinquish unto COTMF any interest that we may have in the Collateral and any monies that COTMF may be holding for our account. Any breach by the undersigned of the aforesaid representations or warranties shall entitle COTMF, in addition to any rights it has under the Master Joint Participation Agreement, to demand of the undersigned payment of the remaining balance due under the Loan.

We indemnify and hold COTMF harmless against any claim, suit, action, proceeding, judgment, loss, liability or expense (including, without limitation, attorneys' fees and costs) arising out of or based upon: (a) our breach of any agreement, representation or warranty contained herein in the Master Joint Participation Agreement or in the Loan; (b) any taxes, assessments or penalties imposed on any of the Collateral or on any payment received by us under the Loan; (c) any loss, damage or injury to property, persons, services or equipment resulting from or in connection with the delivery, installation, ownership, leasing, use, possession, control, operation, maintenance or repair of any of the Collateral; or (d) a failure to fully and timely comply with any and all applicable laws and/or regulations relating to disclosures, the giving of notices, the obtaining of any necessary permits, approvals, licenses, certificates and the like, and/or the making of any required filings and/or recordings, in each case in connection with the Collateral and/or the transaction evidenced by the Loan. This Assignment and Transfer shall be governed by the laws of the State of New York, without regard to principles of conflicts of law or choice of law. We hereby irrevocably (i) consent to the jurisdiction and venue of the state and federal courts sitting in Nassau County, New York, in any action or proceeding arising out of or relating to this Assignment; (ii) agree that service of process in any such action or proceeding may be given to us by mail to our address shown below; and (iii) WAIVE TRIAL BY JURY and the right to interpose any defense, offset or counterclaim of any kind in any such action or proceeding.

IN WITNESS WHEREOF, we have caused this Assignment and Transfer to be executed this 21 day of August, 212.

TRI GLOBAL FINANCIAL SERVICES, INC.

Tale:

Address:_

617 5. Wabe

Wabarh tre Chicago IL

Variable Rate Addendum

| | This Addendum to that Participation Schedule of Terms for COTMF Loan |
|---------|---|
| # | dated 2010 (the "Schedule") to the Master Joint |
| Partic. | tion Agreement ("Participation Agreement") dated August 2, 2010 between Tri |
| | inancial Services, Inc. ("Seller") and Capital One Taxi Medallion Finance |
| | IF") is made a part of the Schedule and incorporates by reference all the |
| | ns thereof. |

Whereas, the Seller has selected a variable rate of interest as the Seller Interest Rate as detailed below.

Whereas, the Seller has requested the ability to convert the Seller Interest Rate to a fixed rate during the term of the Loan,

Now Therefore, it is agreed as follows:

1. <u>Seller Interest Rate</u>. The Seller Interest Rate due hereunder shall bear interest at an annual rate, for each applicable LIBOR Interest Period, equal to three hundred fifty (350) basis points above LIBOR (as such term is defined herein). The initial LIBOR Interest Period shall commence on the date hereof and end on the 30th day of the next full calendar month after the date hereof.

For purposes hereof, "LIBOR" means, with respect to each Period, the rate for deposits in U.S. Dollars for a period of the Designated Maturity which appears on the Reuters Screen LIBOR01 Page as of 11:00 a.m., London time, on the day that is two London Banking Days preceding that Reset Date. If such rate does not appear on the Reuters Screen LIBOR01 Page, the rate for that Reset Date will be determined as if the parties had specific "USD-LIBOR-Reference Banks" as the applicable Floating Rate Option.

"USD-LIBOR-Reference Banks" means that the rate for a Reset Date will be determined on the basis of the rates at which deposits in U.S. Dollars are offered by the Reference Banks at approximately 11:00 a.m. London time, on the day that is two London Banking Days preceding the Reset Date to prime banks in the London interbank market for a period of the designated maturity commencing on that Reset Date and in a representative amount. COTMF will request the principal London office of each of the Reference Banks to provide a quotation of its rate. If at least two such quotations are provided, the rate for that Reset Date will be the arithmetic mean of the quotations. If fewer than two quotations are provided as requested, the rate for that Reset Date will be the arithmetic mean of the rates quoted by major banks in New York City, selected by COTMF, at approximately 11:00 a.m., New York City time, on that Reset Date for loans in U.S. Dollars to leading European banks for a period of the designated maturity commencing on that Reset Date and in a representative amount.

The Seller Interest Rate for this Note shall be reset every one (1) month during the term hereof at the expiration of each respective LIBOR Interest Period. A new applicable Seller Interest Rate shall be established every one (1) month during the term hereof at the end of the preceding LIBOR Interest Period (the "Reset Date"). On each Reset Date, a new applicable Seller Interest Rate shall be established using the one (1) month LIBOR rate in effect two (2) business days prior to each respective Reset Date. Each change in the applicable Seller Interest Rate at the end of each incremental LIBOR Interest Period during the term hereof shall effect a simultaneous and corresponding change in the interest rate hereunder on each respective Reset Date without notice to the Borrower. The initial applicable Seller Interest Rate will be calculated as Three and one-half (3.5%) percent above the LIBOR rate in effect two (2) business days prior to the date hereof.

Interest shall be payable on the dates and pursuant to the terms otherwise set forth in the Participation Agreement.

- 2. <u>Fixed Rate Conversion</u>. At any time after the six (6) month anniversary of the date of COTMF's payment to Seller for the Participant Investment, Seller shall have the right to convert the Seller Interest Rate from a floating rate to a fixed rate, by delivery a notice of conversion to COTMF at least three (3) Business Days prior to the proposed effective date of conversion. Such notice shall specify the effective date of such conversion (the "Effective Date"). From and after the Effective Date, Seller Interest Rate shall accrue and be payable at a fixed rate equal to three and one-half (3.5%) percent above the two (2) year LIBOR swap rate. Seller shall not have the right to convert the loan back to a floating rate and the Loan Maturity Date shall not change.
- 3. Entire Understanding. Any change in the Seller Interest Rate shall not effect the principal component of the repayment of Participant's investment. Except as set forth in this Addendum, the terms and conditions of the Schedule and the Participation Agreement shall remain in full force and effect and may not be modified except as provided therein.
- 4. <u>Pre-Payment Fee</u>. COTMF's right to collect the Pre-Payment Fee (as defined in the Participation Agreement) is hereby waived provided that Seller does not exercise its option to convert the Seller Interest Rate from a floating rate to a fixed rate.

| TRI GLOBAL FINANCIAL SERVICES, INC. | CAPITAL ONE TAXI MEDALLION FINANCE |
|--|------------------------------------|
| By: Reverle Itis | Ву: 100 гг. |
| Name DANIELLA ITIN | Name: Salvatore Chierico |
| Title: V.P. | Title: UP |
| Date: 8,21,12 | Date: 8-21-14 |
| | |

Amendment No. 1 made this _____ day of November, 2010 to that certain Master Joint Participation Agreement dated August 2, 2010 by and between Tri Global Financial Services, Inc. ("Seller" or "Tri Global") and Capital One Taxi Medallion Finance (a trade name of All Points Capital Corp.) ("COTMF" or "Participant") hereafter, the "Master JPA".

WHEREAS, Seller and Participant are partners to the Master JPA and are desirous of amending the same.

NOW, THEREFORE, in consideration of the mutual promises contained herein, it is agreed as follows:

- 1. <u>Participation Schedule</u>. Exh. "1" to the Master JPA shall be replaced by the Participation Schedule and Variable Rate Addendum annexed hereto as Exh. "1".
- 2. <u>Participation Percentage</u>. The word "Borrower" on line 3, par. 1(i) of the Master JPA is changed to "Seller".
- 3. <u>ACH Payments</u>: The word "debt" on line 2, second full paragraph on page 5 of the Master JPA is changed to "debit".
- 4. Full Force and Effect. Except as specifically modified by the terms of this Amendment No. 1, the Master JPA remains in full force and effect and neither it nor this Amendment No. 1 may be amended or modified except in a writing executed by both Tri Global Financial Services, Inc. and Capital One Taxi Medallion Finance. Capitalized terms shall have the meaning give to them in the Master JPA.

| TRI GLOBAL FINANCIAL SERVICES, | CAPITAL ONE TAXI MEDALLION |
|--------------------------------|--------------------------------------|
| INC. 2 -M (14- | FINANCE |
| By: Name: DANZELLA ZZZAL | Ву: |
| Title: V, P, | Name: Salvatore Chierica Title: (IP) |
| Date: 8, 21, 12 | Date: 8-21-12 |

EXH. "1"

PARTICIPATION SCHEDULE OF TERMS TO MASTER JOINT PARTICIPATION AGREEMENT ("PARTICIPATION AGREEMENT") DATED AUGUST 2, 2010 BETWEEN TRI GLOBAL FINANCIAL SERVICES, INC. ("Seller") AND CAPITAL ONE TAXI MEDALLION FINANCE

| Name of Loan Borrower: FUNNY MONICA IN CHICAGO INC Loan Amount to Borrower: \$ 960,000.00 | Name of Guarantor(s): GALINA GARBER SHEWD CHICAGO ELITE CAB CORP Loan Maturity Date: SEP 10 2015 |
|---|---|
| Participant's Investment: \$ 960,000,00 | Participant Percentage: 100 % |
| Loan Interest Rate: 3,75% | Seller Interest Rate: 3.49 % (if fixed rate) check here if variable rate and complete variable rate addendum |
| Monthly Loan Payment: \$ 3000.00 from Borrower Interest Only: | Term of Loan in months: 36 Amortization period if different than Term INTEREST ONLY |
| Monthly Payment due COTMF \$ 2,792.00 | Other Terms: |

Participant hereby acquires the Participation Percentage referenced above in the Loan to the Borrower, pursuant to the Assignment and Transfer executed together herewith, all according to the economic terms reflected above. The terms of the Participation Agreement are incorporated into this Schedule by reference. Capitalized terms on this Schedule shall have the meaning given to them in the Participation Agreement. In the event of any conflict between the terms of this Schedule and the Master Joint Participation Agreement, then the Master Joint Participation Agreement shall govern. If the Amortization period exceeds the Term of the Loan, then the Loan baturity Date.

| TRI GLOBAL FINANCIAL | CAPITAL ONE TAXI MEDALLION FINANCE |
|----------------------|------------------------------------|
| SERVICES, INC | |
| $(X - (I)) \cap A$ | |
| By: Meula III | By: |
| Name DNIELLA ITIN | Name: |
| Title: VP | Title: |
| Date: 8-30-12 | Date: |
| | |

EXH. "2"

ASSIGNMENT & TRANSFER

We represent, warrant and agree as to the Loan that: A. We have (and COTMF will have) good title thereto and good title to (or a valid, perfected first priority security interest in) the Collateral and good right to sell, lease and transfer the same; B. It is a valid obligation arising out of a bona fide commercial loan to Obligor in the ordinary course of Obligor's business; C. It contains or describes the entire agreement and all instruments and other documents made or given in connection with such Loan; D. No representations, warranties or inducements not contained in the Loan have been made or given; E. It creates a first priority security interest in the Collateral in our favor; F. It and the Collateral are and will be free of any other liens and encumbrances and are and will be free of any claims, defenses, offsets and counterclaims real or claimed; G. All information furnished to COTMF and all statements made and unpaid balances shown in it are and will be true and correct, and the signature thereon, on any assignment and on any loan or guaranty or surety applicable to it are the genuine signatures of the persons having due authority and capacity; H. It is and will be enforceable against all parties thereto in accordance with its terms; I. We have complied, and it complies, with all applicable federal, state and municipal laws, rules or regulations, having the force of law regarding leases, security agreements, loans, subleases and installment paper (including, without limitation, the requirements of the Federal Equal Credit Opportunity Act, Regulation "B" thereunder and any applicable usury laws); J. It and all applicable financing statements have been properly and timely filed and recorded; K. The Collateral is and has been unconditionally accepted by Obligor and is and will be insured in accordance with the terms of the Loan and we have fulfilled and will fulfill our obligations to Obligor with respect thereto; L. We have not received any payments under the Loan unless indicated on Ex. "1". We subordinate to COTMF all liens and/or encumbrances (statutory and/or otherwise) which we may now have or may hereafter acquire and/or assert against the Collateral. COTMF may in our name endorse any notes and/or other related instruments now or hereafter given in connection with the Loan and all checks, drafts and other remittances relating to the Loan. We give express permission to COTMF to release, by operation or law or otherwise, and/or to compromise or adjust any or all rights against, and grant extensions of time of payment to, Obligor or any guarantor, surety or other person obligated on the Loan, and to substitute Borrower's and/or other obligors, without notice to us and without affecting our obligations hereunder. COTMF may, at any time, without prior

notice to us, appropriate and apply to the payment of any of our obligations to COTMF, any and all balances, sums, property, credits, accounts, reserves, collections, checks or other instruments belonging or payable to us and in COTMF's possession, and for such purposes, endorse our name on any such instrument for payment. We hereby waive notice of acceptance hereof, presentment for payment, demand, notice of protest and dishonor, notice of default or non-payment and notices of every kind and nature with respect to the Loan and/or related instruments and guarantees. In the event of any default under the Loan or any other lease, sublease, promissory note or security agreement at any time assigned by us to COTMF, we hereby waive and relinquish unto COTMF any interest that we may have in the Collateral and any monies that COTMF may be holding for our account. Any breach by the undersigned of the aforesaid representations or warranties shall entitle COTMF, in addition to any rights it has under the Master Joint Participation Agreement, to demand of the undersigned payment of the remaining balance due under the Loan.

We indemnify and hold COTMF harmless against any claim, suit, action, proceeding, judgment, loss, liability or expense (including, without limitation, attorneys' fees and costs) arising out of or based upon: (a) our breach of any agreement, representation or warranty contained herein in the Master Joint Participation Agreement or in the Loan; (b) any taxes, assessments or penalties imposed on any of the Collateral or on any payment received by us under the Loan; (c) any loss, damage or injury to property, persons, services or equipment resulting from or in connection with the delivery, installation, ownership, leasing, use, possession, control, operation, maintenance or repair of any of the Collateral; or (d) a failure to fully and timely comply with any and all applicable laws and/or regulations relating to disclosures, the giving of notices, the obtaining of any necessary permits, approvals, licenses, certificates and the like, and/or the making of any required filings and/or recordings, in each case in connection with the Collateral and/or the transaction evidenced by the Loan. This Assignment and Transfer shall be governed by the laws of the State of New York, without regard to principles of conflicts of law or choice of law. We hereby irrevocably (i) consent to the jurisdiction and venue of the state and federal courts sitting in Nassau County, New York, in any action or proceeding arising out of or relating to this Assignment; (ii) agree that service of process in any such action or proceeding may be given to us by mail to our address shown below; and (iii) WAIVE TRIAL BY JURY and the right to interpose any defense, offset or counterclaim of any kind in any such action or proceeding.

IN WITNESS WHEREOF, we have caused this Assignment and Transfer to be executed this 30 day of AUGUST, 2012

TRI GLOBAL FINANCIAL SERVICES, INC.

(Assignor)

Date:

Variable Rate Addendum

| | This Addendum to that | t Participation Schedule of Terms for COTMF Loan |
|---------|-------------------------|--|
| # | dated | 2010 (the "Schedule") to the Master Joint |
| Partici | pation Agreement ("Par | ticipation Agreement") dated August 2, 2010 between Tri |
| Global | Financial Services, Inc | . ("Scller") and Capital One Taxi Medallion Finance |
| ("COT | MF") is made a part of | the Schedule and incorporates by reference all the |
| provisi | ons thereof. | to to the total of |

Whereas, the Seller has selected a variable rate of interest as the Seller Interest Rate as detailed below.

Whereas, the Seller has requested the ability to convert the Seller Interest Rate to a fixed rate during the term of the Loan,

Now Therefore, it is agreed as follows:

1. <u>Seller Interest Rate</u>. The Seller Interest Rate due hereunder shall bear interest at an annual rate, for each applicable LIBOR Interest Period, equal to three hundred fifty (350) basis points above LIBOR (as such term is defined herein). The initial LIBOR Interest Period shall commence on the date hereof and end on the 30th day of the next full calendar month after the date hereof.

For purposes hereof, "LIBOR" means, with respect to each Period, the rate for deposits in U.S. Dollars for a period of the Designated Maturity which appears on the Reuters Screen LIBOR01 Page as of 11:00 a.m., London time, on the day that is two London Banking Days preceding that Reset Date. If such rate does not appear on the Reuters Screen LIBOR01 Page, the rate for that Reset Date will be determined as if the parties had specific "USD-LIBOR-Reference Banks" as the applicable Floating Rate Option.

"USD-LIBOR-Reference Banks" means that the rate for a Reset Date will be determined on the basis of the rates at which deposits in U.S. Dollars are offered by the Reference Banks at approximately 11:00 a.m. London time, on the day that is two London Banking Days preceding the Reset Date to prime banks in the London interbank market for a period of the designated maturity commencing on that Reset Date and in a representative amount. COTMF will request the principal London office of each of the Reference Banks to provide a quotation of its rate. If at least two such quotations are provided, the rate for that Reset Date will be the arithmetic mean of the quotations. If fewer than two quotations are provided as requested, the rate for that Reset Date will be the arithmetic mean of the rates quoted by major banks in New York City, selected by COTMF, at approximately 11:00 a.m., New York City time, on that Reset Date for loans in U.S. Dollars to leading European banks for a period of the designated maturity commencing on that Reset Date and in a representative amount.

The Seller Interest Rate for this Note shall be reset every one (1) month during the term hereof at the expiration of each respective LIBOR Interest Period. A new applicable Seller Interest Rate shall be established every one (1) month during the term hereof at the end of the preceding LIBOR Interest Period (the "Reset Date"). On each Reset Date, a new applicable Seller Interest Rate shall be established using the one (1) month LIBOR rate in effect two (2) business days prior to each respective Reset Date. Each change in the applicable Seller Interest Rate at the end of each incremental LIBOR Interest Period during the term hereof shall effect a simultaneous and corresponding change in the interest rate hereunder on each respective Reset Date without notice to the Borrower. The initial applicable Seller Interest Rate will be calculated as Three and one-half (3.5%) percent above the LIBOR rate in effect two (2) business days prior to the date hereof.

Interest shall be payable on the dates and pursuant to the terms otherwise set forth in the Participation Agreement.

- 2. <u>Fixed Rate Conversion</u>. At any time after the six (6) month anniversary of the date of COTMF's payment to Seller for the Participant Investment, Seller shall have the right to convert the Seller Interest Rate from a floating rate to a fixed rate, by delivery a notice of conversion to COTMF at least three (3) Business Days prior to the proposed effective date of conversion. Such notice shall specify the effective date of such conversion (the "Effective Date"). From and after the Effective Date, Seller Interest Rate shall accrue and be payable at a fixed rate equal to three and one-half (3.5%) percent above the two (2) year LIBOR swap rate. Seller shall not have the right to convert the loan back to a floating rate and the Loan Maturity Date shall not change.
- 3. Entire Understanding. Any change in the Seller Interest Rate shall not effect the principal component of the repayment of Participant's investment. Except as set forth in this Addendum, the terms and conditions of the Schedule and the Participation Agreement shall remain in full force and effect and may not be modified except as provided therein.
- 4. <u>Pre-Payment Fee.</u> COTMF's right to collect the Pre-Payment Fee (as defined in the Participation Agreement) is hereby waived provided that Seller does not exercise its option to convert the Seller Interest Rate from a floating rate to a fixed rate.

TRI GLOBAL FINANCIAL SERVICES,

| INC. | FINANCE |
|---------------------|---------|
| By: Ruella It. | Ву: |
| Name: DANIELLA ITIN | Name: |
| Title: v. P. | Title: |
| Date: 8-30-12 | Date: |
| | |

CAPITAL ONE TAXI MEDALLION

Amendment No. 1 made this _____ day of November, 2010 to that certain Master Joint Participation Agreement dated August 2, 2010 by and between Tri Global Financial Services, Inc. ("Seller" or "Tri Global") and Capital One Taxi Medallion Finance (a trade name of All Points Capital Corp.) ("COTMF" or "Participant") hereafter, the "Master JPA".

WHEREAS, Seller and Participant are partners to the Master JPA and are desirous of amending the same.

NOW, THEREFORE, in consideration of the mutual promises contained herein, it is agreed as follows:

- 1. <u>Participation Schedule</u>. Exh. "1" to the Master JPA shall be replaced by the Participation Schedule and Variable Rate Addendum annexed hereto as Exh. "1".
- 2. <u>Participation Percentage</u>. The word "Borrower" on line 3, par. 1(i) of the Master JPA is changed to "Seller".
- ACH Payments: The word "debt" on line 2, second full paragraph on page
 of the Master JPA is changed to "debit".
- 4. <u>Full Force and Effect</u>. Except as specifically modified by the terms of this Amendment No. 1, the Master JPA remains in full force and effect and neither it nor this Amendment No. 1 may be amended or modified except in a writing executed by both Tri Global Financial Services, Inc. and Capital One Taxi Medallion Finance. Capitalized terms shall have the meaning give to them in the Master JPA.

| INC. | CAPITAL ONE TAXI MEDALLION FINANCE |
|---------------------|------------------------------------|
| By: Speula tti | Ву: |
| Name: DANIELLA ITIN | Name: |
| Title: V, P, | Title: |
| Date: 8-30-12 | Date: |
| | |

EXH. "1"

PARTICIPATION SCHEDULE OF TERMS TO MASTER JOINT PARTICIPATION AGREEMENT ("PARTICIPATION AGREEMENT") DATED AUGUST 2, 2010 BETWEEN TRI GLOBAL FINANCIAL SERVICES, INC. ("Seller") AND CAPITAL ONE TAXI MEDALLION FINANCE

| Name of Loan Borrower: | Name of Guarantor(s): GALINA GARBER SEENING |
|---|---|
| GALINA CAB CORP | CHICAGO ELITE CAB CORP |
| Loan Amount to Borrower: \$ 1,440,000,00 | Loan Maturity Date: SEP 10 2015 |
| Participant's Investment: \$ 1,440,000.00 | Participant Percentage: 100 % |
| Loan Interest Rate: 3,75% | Seller Interest Rate: 3.49 % (if fixed rate) check here if variable rate and complete variable rate addendum |
| Monthly Loan Payment: \$\\\\437500\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\ | Term of Loan in months: 36 Amortization period if different than Term INTEREST ONLY |
| Monthly Payment due COTMF \$_4071.67 | Other Terms: |

Participant hereby acquires the Participation Percentage referenced above in the Loan to the Borrower, pursuant to the Assignment and Transfer executed together herewith, all according to the economic terms reflected above. The terms of the Participation Agreement are incorporated into this Schedule by reference. Capitalized terms on this Schedule shall have the meaning given to them in the Participation Agreement. In the event of any conflict between the terms of this Schedule and the Master Joint Participation Agreement, then the Master Joint Participation Agreement shall govern. If the Amortization period exceeds the Term of the Loan, then the Loan graph and payable on the Loan Maturity Date.

| TRI GLOBAL FINANCIAL | CAPITAL ONE TAXI MEDALLION FINANCE |
|----------------------|------------------------------------|
| SERVICES, INC. | |
| By: Neula Ile | Ву: |
| Name DANIELLA ITIN | Name: |
| Title: VP | Title: |
| Date: 8-30-12 | Date: |
| | |

EXH. "2"

ASSIGNMENT & TRANSFER

We represent, warrant and agree as to the Loan that: A. We have (and COTMF will have) good title thereto and good title to (or a valid, perfected first priority security interest in) the Collateral and good right to sell, lease and transfer the same; B. It is a valid obligation arising out of a bona fide commercial loan to Obligor in the ordinary course of Obligor's business; C. It contains or describes the entire agreement and all instruments and other documents made or given in connection with such Loan; D. No representations, warranties or inducements not contained in the Loan have been made or given; E. It creates a first priority security interest in the Collateral in our favor; F. It and the Collateral are and will be free of any other liens and encumbrances and are and will be free of any claims, defenses, offsets and counterclaims real or claimed; G. All information furnished to COTMF and all statements made and unpaid balances shown in it are and will be true and correct, and the signature thereon, on any assignment and on any loan or guaranty or surety applicable to it are the genuine signatures of the persons having due authority and capacity; H. It is and will be enforceable against all parties thereto in accordance with its terms; I. We have complied, and it complies, with all applicable federal, state and municipal laws, rules or regulations, having the force of law regarding leases, security agreements, loans, subleases and installment paper (including, without limitation, the requirements of the Federal Equal Credit Opportunity Act, Regulation "B" thereunder and any applicable usury laws); J. It and all applicable financing statements have been properly and timely filed and recorded; K. The Collateral is and has been unconditionally accepted by Obligor and is and will be insured in accordance with the terms of the Loan and we have fulfilled and will fulfill our obligations to Obligor with respect thereto; L. We have not received any payments under the Loan unless indicated on Ex. "1". We subordinate to COTMF all liens and/or encumbrances (statutory and/or otherwise) which we may now have or may hereafter acquire and/or assert against the Collateral. COTMF may in our name endorse any notes and/or other related instruments now or hereafter given in connection with the Loan and all checks, drafts and other remittances relating to the Loan. We give express permission to COTMF to release, by operation or law or otherwise, and/or to compromise or adjust any or all rights against, and grant extensions of time of payment to, Obligor or any guarantor, surety or other person obligated on the Loan, and to substitute Borrower's and/or other obligors, without notice to us and without affecting our obligations hereunder. COTMF may, at any time, without prior

notice to us, appropriate and apply to the payment of any of our obligations to COTMF, any and all balances, sums, property, credits, accounts, reserves, collections, checks or other instruments belonging or payable to us and in COTMF's possession, and for such purposes, endorse our name on any such instrument for payment. We hereby waive notice of acceptance hereof, presentment for payment, demand, notice of protest and dishonor, notice of default or non-payment and notices of every kind and nature with respect to the Loan and/or related instruments and guarantees. In the event of any default under the Loan or any other lease, sublease, promissory note or security agreement at any time assigned by us to COTMF, we hereby waive and relinquish unto COTMF any interest that we may have in the Collateral and any monies that COTMF may be holding for our account. Any breach by the undersigned of the aforesaid representations or warranties shall entitle COTMF, in addition to any rights it has under the Master Joint Participation Agreement, to demand of the undersigned payment of the remaining balance due under the Loan.

We indemnify and hold COTMF harmless against any claim, suit, action, proceeding, judgment, loss, liability or expense (including, without limitation, attorneys' fees and costs) arising out of or based upon: (a) our breach of any agreement, representation or warranty contained herein in the Master Joint Participation Agreement or in the Loan; (b) any taxes, assessments or penalties imposed on any of the Collateral or on any payment received by us under the Loan; (c) any loss, damage or injury to property, persons, services or equipment resulting from or in connection with the delivery, installation, ownership, leasing, use, possession, control, operation, maintenance or repair of any of the Collateral; or (d) a failure to fully and timely comply with any and all applicable laws and/or regulations relating to disclosures, the giving of notices, the obtaining of any necessary permits, approvals, licenses, certificates and the like, and/or the making of any required filings and/or recordings, in each case in connection with the Collateral and/or the transaction evidenced by the Loan. This Assignment and Transfer shall be governed by the laws of the State of New York, without regard to principles of conflicts of law or choice of law. We hereby irrevocably (i) consent to the jurisdiction and venue of the state and federal courts sitting in Nassau County, New York, in any action or proceeding arising out of or relating to this Assignment; (ii) agree that service of process in any such action or proceeding may be given to us by mail to our address shown below; and (iii) WAIVE TRIAL BY JURY and the right to interpose any defense, offset or counterclaim of any kind in any such action or proceeding.

IN WITNESS WHEREOF, we have caused this Assignment and Transfer to be executed this 30 day of AUGUST, 2012

TRI GLOBAL FINANCIAL SERVICES, INC.

(Assigner)

(1)

Address: 2617 S. WABASH

Idress: 2617 S. WABASH AVE

60616

Variable Rate Addendum

| | This Addendum to that | Participation Schedule of Terms for COTMF Loan |
|--------|---------------------------|---|
| # | dated | 2010 (the "Schedule") to the Master Joint |
| Partic | cipation Agreement ("Part | ticipation Agreement") dated August 2, 2010 between Tri |
| | | ("Sciler") and Capital One Taxi Medallion Finance |
| | | the Schedule and incorporates by reference all the |
| | sions thereof. | • |

Whereas, the Seller has selected a variable rate of interest as the Seller Interest Rate as detailed below.

Whereas, the Seller has requested the ability to convert the Seller Interest Rate to a fixed rate during the term of the Loan,

Now Therefore, it is agreed as follows:

1. <u>Sciler Interest Rate</u>. The Seller Interest Rate due hereunder shall bear interest at an annual rate, for each applicable LIBOR Interest Period, equal to three hundred fifty (350) basis points above LIBOR (as such term is defined herein). The initial LIBOR Interest Period shall commence on the date hereof and end on the 30th day of the next full calendar month after the date hereof.

For purposes hereof, "L1BOR" means, with respect to each Period, the rate for deposits in U.S. Dollars for a period of the Designated Maturity which appears on the Reuters Screen LIBOR01 Page as of 11:00 a.m., London time, on the day that is two London Banking Days preceding that Reset Date. If such rate does not appear on the Reuters Screen LIBOR01 Page, the rate for that Reset Date will be determined as if the parties had specific "USD-LIBOR-Reference Banks" as the applicable Floating Rate Option.

"USD-LIBOR-Reference Banks" means that the rate for a Reset Date will be determined on the basis of the rates at which deposits in U.S. Dollars are offered by the Reference Banks at approximately 11:00 a.m. London time, on the day that is two London Banking Days preceding the Reset Date to prime banks in the London interbank market for a period of the designated maturity commencing on that Reset Date and in a representative amount. COTMF will request the principal London office of each of the Reference Banks to provide a quotation of its rate. If at least two such quotations are provided, the rate for that Reset Date will be the arithmetic mean of the quotations. If fewer than two quotations are provided as requested, the rate for that Reset Date will be the arithmetic mean of the rates quoted by major banks in New York City, selected by COTMF, at approximately 11:00 a.m., New York City time, on that Reset Date for loans in U.S. Dollars to leading European banks for a period of the designated maturity commencing on that Reset Date and in a representative amount.

The Seller Interest Rate for this Note shall be reset every one (1) month during the term hereof at the expiration of each respective LIBOR Interest Period. A new applicable Seller Interest Rate shall be established every one (1) month during the term hereof at the end of the preceding LIBOR Interest Period (the "Reset Date"). On each Reset Date, a new applicable Seller Interest Rate shall be established using the one (1) month LIBOR rate in effect two (2) business days prior to each respective Reset Date. Each change in the applicable Seller Interest Rate at the end of each incremental LIBOR Interest Period during the term hereof shall effect a simultaneous and corresponding change in the interest rate hereunder on each respective Reset Date without notice to the Borrower. The initial applicable Seller Interest Rate will be calculated as Three and one-half (3.5%) percent above the LIBOR rate in effect two (2) business days prior to the date hereof.

Interest shall be payable on the dates and pursuant to the terms otherwise set forth in the Participation Agreement.

- 2. Fixed Rate Conversion. At any time after the six (6) month anniversary of the date of COTMF's payment to Seller for the Participant Investment, Seller shall have the right to convert the Seller Interest Rate from a floating rate to a fixed rate, by delivery a notice of conversion to COTMF at least three (3) Business Days prior to the proposed effective date of conversion. Such notice shall specify the effective date of such conversion (the "Effective Date"). From and after the Effective Date, Seller Interest Rate shall accrue and be payable at a fixed rate equal to three and one-half (3.5%) percent above the two (2) year LIBOR swap rate. Seller shall not have the right to convert the loan back to a floating rate and the Loan Maturity Date shall not change.
- 3. Entire Understanding. Any change in the Seller Interest Rate shall not effect the principal component of the repayment of Participant's investment. Except as set forth in this Addendum, the terms and conditions of the Schedule and the Participation Agreement shall remain in full force and effect and may not be modified except as provided therein.
- 4. <u>Pre-Payment Fee.</u> COTMF's right to collect the Pre-Payment Fee (as defined in the Participation Agreement) is hereby waived provided that Seller does not exercise its option to convert the Seller Interest Rate from a floating rate to a fixed rate.

TRI GLOBAL FINANCIAL SERVICES.

| INC. | FINANCE |
|-------------------|---------|
| By: Roula Iti | Ву: |
| Name: WIELLA ITIN | Name: |
| Title: v.P. | Title: |
| Date: 8-30-12 | Date: |
| | |

CAPITAL ONE TAXI MEDALLION

Amendment No. 1 made this ______ day of November, 2010 to that certain Master Joint Participation Agreement dated August 2, 2010 by and between Tri Global Financial Services, Inc. ("Seller" or "Tri Global") and Capital One Taxi Medallion Finance (a trade name of All Points Capital Corp.) ("COTMF" or "Participant") hereafter, the "Master JPA".

WHEREAS, Seller and Participant are partners to the Master JPA and are desirous of amending the same.

NOW, THEREFORE, in consideration of the mutual promises contained herein, it is agreed as follows:

- 1. <u>Participation Schedule</u>. Exh. "1" to the Master JPA shall be replaced by the Participation Schedule and Variable Rate Addendum annexed hereto as Exh. "1".
- 2. <u>Participation Percentage</u>. The word "Borrower" on line 3, par. 1(i) of the Master JPA is changed to "Seller".
- 3. ACH Payments: The word "debt" on line 2, second full paragraph on page 5 of the Master JPA is changed to "debit".
- 4. Full Force and Effect. Except as specifically modified by the terms of this Amendment No. 1, the Master JPA remains in full force and effect and neither it nor this Amendment No. 1 may be amended or modified except in a writing executed by both Tri Global Financial Services, Inc. and Capital One Taxi Medallion Finance. Capitalized terms shall have the meaning give to them in the Master JPA.

| TRI GLOBAL FINANCIAL SERVICES, | CAPITAL ONE TAXI MEDALLION |
|--------------------------------|----------------------------|
| INC. O | FINANCE |
| (/ - 1) Ha - | |
| By: / Wille Vler | Ву: |
| Name: DANIELLA ITIN | Name: |
| l'itle: V, P. | Title: |
| Date: 8-30-12 | Date: |
| | |

EXH. "1"

PARTICIPATION SCHEDULE OF TERMS TO MASTER JOINT PARTICIPATION AGREEMENT ("PARTICIPATION AGREEMENT") DATED AUGUST 2, 2010 BETWEEN TRI GLOBAL FINANCIAL SERVICES, INC. ("Scher") AND CAPITAL ONE TAXI MEDALLION FINANCE

| Name of Loan Borrower: BAP CAB CORP | Name of Guarantor(s): VALENTINA ZURO CHICAGO ELITE CAB CORP |
|---|---|
| Loan Amount to Borrower: \$ 1,440,000.00 | Loan Malurity Date: SEP, 10, 2015 |
| Participant's Investment: \$ 1,440,000,00 | Participant Percentage: 100 % |
| Loan Interest Rate: 3.75 % | Seller Interest Rate: 3.49 % (if fixed rate) check here if variable rate and complete variable rate addendum |
| Monthly Loan Payment: \$ 4500.00 from Borrower Interest Only: Yes (No) (check one) if interest only: Minimum Medallion Value \$ | Term of Loan in months: 36 Amortization period if different than Term Interest Only |
| Monthly Payment due COTMF s_4188.00 | Other Terms: |

Participant hereby acquires the Participation Percentage referenced above in the Loan to the Borrower, pursuant to the Assignment and Transfer executed together herewith, all according to the economic terms reflected above. The terms of the Participation Agreement are incorporated into this Schedule by reference. Capitalized terms on this Schedule shall have the meaning given to them in the Participation Agreement. In the event of any conflict between the terms of this Schedule and the Master Joint Participation Agreement, then the Master Joint Participation Agreement shall govern. If the Amortization period exceeds the Term of the Loan, then the Loan is due and payable on the Loan Maturity Date.

| TRI GLOBAL FINANCIAL SERVICESLINC. | CAPITAL ONE TAXI MEDALLION FINANCE |
|---|------------------------------------|
| By: Name: DANTELLA TITN Title: V.P. Date: 8-28-2012 | By: Name: Title: Date: |

EXH. "2"

ASSIGNMENT & TRANSFER

We represent, warrant and agree as to the Loan that: A. We have (and COTMF will have) good title thereto and good title to (or a valid, perfected first priority security interest in) the Collateral and good right to sell, lease and transfer the same; B. It is a valid obligation arising out of a bona fide commercial loan to Obligor in the ordinary course of Obligor's business; C, It contains or describes the entire agreement and all instruments and other documents made or given in connection with such Loan; D. No representations, warranties or inducements not contained in the Loan have been made or given; E. It creates a first priority security interest in the Collateral in our favor; F. It and the Collateral are and will be free of any other liens and encumbrances and are and will be free of any claims, defenses, offsets and counterclaims real or claimed; G. All information furnished to COTMF and all statements made and unpaid balances shown in it are and will be true and correct, and the signature thereon, on any assignment and on any loan or guaranty or surety applicable to it are the genuine signatures of the persons having due authority and capacity; H. It is and will be enforceable against all parties thereto in accordance with its terms; I. We have complied, and it complies, with all applicable federal, state and municipal laws, rules or regulations, having the force of law regarding leases, security agreements, loans, subleases and installment paper (including, without limitation, the requirements of the Federal Equal Credit Opportunity Act, Regulation "B" thereunder and any applicable usury laws); J, It and all applicable financing statements have been properly and timely filed and recorded; K. The Collateral is and has been unconditionally accepted by Obligor and is and will be insured in accordance with the terms of the Loan and we have fulfilled and will fulfill our obligations to Obligor with respect thereto; L. We have not received any payments under the Loan unless indicated on Ex. "1". We subordinate to COTMF all liens and/or encumbrances (statutory and/or otherwise) which we may now have or may hereafter acquire and/or assert against the Collateral. COTMF may in our name endorse any notes and/or other related instruments now or hereafter given in connection with the Loan and all checks, drafts and other remittances relating to the Loan. We give express permission to COTMF to release, by operation or law or otherwise, and/or to compromise or adjust any or all rights against, and grant extensions of time of payment to, Obligor or any guarantor, surety or other person obligated on the Loan, and to substitute Borrower's and/or other obligors, without notice to us and without affecting our obligations hereunder. COTMF may, at any time, without prior

notice to us, appropriate and apply to the payment of any of our obligations to COTMF, any and all balances, sums, property, credits, accounts, reserves, collections, checks or other instruments belonging or payable to us and in COTMF's possession, and for such purposes, endorse our name on any such instrument for payment. We hereby waive notice of acceptance hereof, presentment for payment, demand, notice of protest and dishonor, notice of default or non-payment and notices of every kind and nature with respect to the Loan and/or related instruments and guarantees. In the event of any default under the Loan or any other lease, sublease, promissory note or security agreement at any time assigned by us to COTMF, we hereby waive and relinquish unto COTMF any interest that we may have in the Collateral and any monies that COTMF may be holding for our account. Any breach by the undersigned of the aforesaid representations or warranties shall entitle COTMF, in addition to any rights it has under the Master Joint Participation Agreement, to demand of the undersigned payment of the remaining balance due under the Loan.

We indemnify and hold COTMF harmless against any claim, suit, action, proceeding, judgment, loss, liability or expense (including, without limitation, attorneys' fees and costs) arising out of or based upon: (a) our breach of any agreement, representation or warranty contained herein in the Master Joint Participation Agreement or in the Loan; (b) any taxes, assessments or penalties imposed on any of the Collateral or on any payment received by us under the Loan; (c) any loss, damage or injury to property, persons, services or equipment resulting from or in connection with the delivery, installation, ownership, leasing, use, possession, control, operation, maintenance or repair of any of the Collateral; or (d) a failure to fully and timely comply with any and all applicable laws and/or regulations relating to disclosures, the giving of notices, the obtaining of any necessary permits, approvals, licenses, certificates and the like, and/or the making of any required filings and/or recordings, in each case in connection with the Collateral and/or the transaction evidenced by the Loan. This Assignment and Transfer shall be governed by the laws of the State of New York, without regard to principles of conflicts of law or choice of law. We hereby irrevocably (i) consent to the jurisdiction and venue of the state and federal courts sitting in Nassau County, New York, in any action or proceeding arising out of or relating to this Assignment; (ii) agree that service of process in any such action or proceeding may be given to us by mall to our address shown below; and (iii) WAIVE TRIAL BY JURY and the right to interpose any defense, offset or counterclaim of any kind in any such action or proceeding.

IN WITNESS WHEREOF, we have caused this Assignment and Transfer to be executed this 28 day of <u>August</u>, 2012.

TRI GLOBAL FINANCIAL SERVICES, INC.

(Assignor)

By K. W. H.

Address: 2617 S. WABASH ANE CHICAGO IL 60601

Date: 8-28-2012

40993v1

EXH. "1"

PARTICIPATION SCHEDULE OF TERMS TO MASTER JOINT PARTICIPATION AGREEMENT ("PARTICIPATION AGREEMENT") DATED AUGUST 2, 2010 BETWEEN TRI GLOBAL FINANCIAL SERVICES, INC. ("Seller") AND CAPITAL ONE TAXI MEDALLION FINANCE

| Name of Loan Borrower: 6REEN TEA CAB CORP | Name of Guarantor(s): MAYA ZUBOK |
|---|--|
| Loan Amount to Borrower: \$ 1200, 880.00 | Loan Maturity Date: September 10,2015 |
| Participant's Investment: \$ 1,20,000.00 | Participant Percentage: 100 % |
| Loan Interest Rate: 3.75% | Seller Interest Rate: 3.49% (if fixed rate) Lead to the check here if variable rate and complete variable rate addendum |
| Monthly Loan Payment: \$ 3750.00 from Borrower Interest Only: Yes (No) (check one) if interest only: Minimum Medallion Value \$ | Term of Loan in months: 36 Amortization period if different than Term Interest only |
| Monthly Payment due COTMF \$ 3490.00 | Other Terms: |

Participant hereby acquires the Participation Percentage referenced above in the Loan to the Borrower, pursuant to the Assignment and Transfer executed together herewith, all according to the economic terms reflected above. The terms of the Participation Agreement are incorporated into this Schedule by reference. Capitalized terms on this Schedule shall have the meaning given to them in the Participation Agreement. In the event of any conflict between the terms of this Schedule and the Master Joint Participation Agreement, then the Master Joint Participation Agreement shall govern. If the Amortization period exceeds the Term of the Loan, then the

| Loan is due and payable on the Loan Maturit | y Date. |
|---|------------------------------------|
| | //, |
| TIN GLOBAL (INANCIAL | CAPITAL ONE TAXI MEDALLION FINANCE |
| SEINVICES INC. | |
| | |
| Ву: | By: |
| Name: ROMAN SAPTINO | Name: Salvatire (hierico |
| Title: PRESIDENT | Title: Hup |
| Date: 8-6-12 | Date: 8-6-14 |
| | |

EXH. "2"

ASSIGNMENT & TRANSFER

| FOR VALUE RECEIVED, the undersigned hereby irrevocable | ly and unconditionally sells. |
|---|---------------------------------|
| assigns and transfers to Capital One Taxi Medallion Finance, a trade | name for All Points Capital |
| Corp., its successor and assigns (collectively "COTMF"), all of the u | ndersigned's right, title and |
| interest in, to and under (but none of the undersigned's obligations un | der) the Loan set forth on |
| Exh. "1" hereto between the undersigned lender, and | borrower ("Borrower" or |
| "Obligor") together with all the sums payable thereunder and all of or | ir right, title and interest in |
| and to the Collateral described therein (the "Collateral"), all guarantie | s or surety agreements, and |
| all insurance and collateral of any kind or nature which we have perta | |
| remedies and powers relating thereto, with good right in COTMF to c | |
| same. Capitalized terms used herein shall have the meaning given to | |
| Joint Participation Agreement between COTMF and the undersigned | dated, 2010. |
| | |

We represent, warrant and agree as to the Loan that: A. We have (and COTMF will have) good title thereto and good title to (or a valid, perfected first priority security interest in) the Collateral and good right to sell, lease and transfer the same; B. It is a valid obligation arising out of a bona fide commercial loan to Obligor in the ordinary course of Obligor's business; C. It contains or describes the entire agreement and all instruments and other documents made or given in connection with such Loan; D. No representations, warranties or inducements not contained in the Loan have been made or given; E. It creates a first priority security interest in the Collateral in our favor; F. It and the Collateral are and will be free of any other liens and encumbrances and are and will be free of any claims, defenses, offsets and counterclaims real or claimed; G. All information furnished to COTMF and all statements made and unpaid balances shown in it are and will be true and correct, and the signature thereon, on any assignment and on any loan or guaranty or surety applicable to it are the genuine signatures of the persons having due authority and capacity; H. It is and will be enforceable against all parties thereto in accordance with its terms; I. We have complied, and it complies, with all applicable federal, state and municipal laws, rules or regulations, having the force of law regarding leases, security agreements, loans, subleases and installment paper (including, without limitation, the requirements of the Federal Equal Credit Opportunity Act, Regulation "B" thereunder and any applicable usury laws); J. It and all applicable financing statements have been properly and timely filed and recorded; K. The Collateral is and has been unconditionally accepted by Obligor and is and will be insured in accordance with the terms of the Loan and we have fulfilled and will fulfill our obligations to Obligor with respect thereto; L. We have not received any payments under the Loan unless indicated on Ex. "1". We subordinate to COTMF all liens and/or encumbrances (statutory and/or otherwise) which we may now have or may hereafter acquire and/or assert against the Collateral. COTMF may in our name endorse any notes and/or other related instruments now or hereafter given in connection with the Loan and all checks. drafts and other remittances relating to the Loan. We give express permission to COTMF to release, by operation or law or otherwise, and/or to compromise or adjust any or all rights against, and grant extensions of time of payment to, Obligor or any guarantor, surety or other person obligated on the Loan, and to substitute Borrower's and/or other obligors, without notice to us and without affecting our obligations hereunder. COTMF may, at any time, without prior

notice to us, appropriate and apply to the payment of any of our obligations to COTMF, any and all balances, sums, property, credits, accounts, reserves, collections, checks or other instruments belonging or payable to us and in COTMF's possession, and for such purposes, endorse our name on any such instrument for payment. We hereby waive notice of acceptance hereof, presentment for payment, demand, notice of protest and dishonor, notice of default or non-payment and notices of every kind and nature with respect to the Loan and/or related instruments and guarantees. In the event of any default under the Loan or any other lease, sublease, promissory note or security agreement at any time assigned by us to COTMF, we hereby waive and relinquish unto COTMF any interest that we may have in the Collateral and any monies that COTMF may be holding for our account. Any breach by the undersigned of the aforesaid representations or warranties shall entitle COTMF, in addition to any rights it has under the Master Joint Participation Agreement, to demand of the undersigned payment of the remaining balance due under the Loan.

We indemnify and hold COTMF harmless against any claim, suit, action, proceeding, iudgment, loss, liability or expense (including, without limitation, attorneys' fees and costs) arising out of or based upon: (a) our breach of any agreement, representation or warranty contained herein in the Master Joint Participation Agreement or in the Loan; (b) any taxes, assessments or penalties imposed on any of the Collateral or on any payment received by us under the Loan; (c) any loss, damage or injury to property, persons, services or equipment resulting from or in connection with the delivery, installation, ownership, leasing, use, possession, control, operation, maintenance or repair of any of the Collateral; or (d) a failure to fully and timely comply with any and all applicable laws and/or regulations relating to disclosures, the giving of notices, the obtaining of any necessary permits, approvals, licenses, certificates and the like, and/or the making of any required filings and/or recordings, in each case in connection with the Collateral and/or the transaction evidenced by the Loan. This Assignment and Transfer shall be governed by the laws of the State of New York, without regard to principles of conflicts of law or choice of law. We hereby irrevocably (i) consent to the jurisdiction and venue of the state and federal courts sitting in Nassau County, New York, in any action or proceeding arising out of or relating to this Assignment; (ii) agree that service of process in any such action or proceeding may be given to us by mail to our address shown below; and (iii) WAIVE TRIAL BY JURY and the right to interpose any defense, offset or counterclaim of any kind in any such action or proceeding.

IN WITNESS WHEREOF, we have caused this Assignment and Transfer to be executed this 6 day of August, 2012

TRI GLOBAL FINANCIAL SERVICES INC.

Mesignor)

By

Title: PRESZDENT

Address: 2617 5. Washash Ave.

Date: 8-6-12 W. Lago To

40993v1

Variable Rate Addendum

| | This Addendum to that Pa | articipation Scl | chedule of Terms for COTMF Loan | |
|---------|-----------------------------|------------------|--|---|
| # | dated | | e "Schedule") to the Master Joint | |
| Partici | pation Agreement ("Partici | | ement") dated August 2, 2010 between T | r |
| Global | Financial Services, Inc. (" | Seller") and C | Capital One Taxi Medallion Finance | |
| ("COT | MF") is made a part of the | Schedule and | d incorporates by reference all the | |
| | ions thereof. | | , and the same of the same and the | |

Whereas, the Seller has selected a variable rate of interest as the Seller Interest Rate as detailed below.

Whereas, the Seller has requested the ability to convert the Seller Interest Rate to a fixed rate during the term of the Loan,

Now Therefore, it is agreed as follows:

1. <u>Seller Interest Rate</u>. The Seller Interest Rate due hereunder shall bear interest at an annual rate, for each applicable LIBOR Interest Period, equal to three hundred fifty (350) basis points above LIBOR (as such term is defined herein). The initial LIBOR Interest Period shall commence on the date hereof and end on the 30th day of the next full calendar month after the date hereof.

For purposes hereof, "LIBOR" means, with respect to each Period, the rate for deposits in U.S. Dollars for a period of the Designated Maturity which appears on the Reuters Screen LIBOR01 Page as of 11:00 a.m., London time, on the day that is two London Banking Days preceding that Reset Date. If such rate does not appear on the Reuters Screen LIBOR01 Page, the rate for that Reset Date will be determined as if the parties had specific "USD-LIBOR-Reference Banks" as the applicable Floating Rate Option.

"USD-LIBOR-Reference Banks" means that the rate for a Reset Date will be determined on the basis of the rates at which deposits in U.S. Dollars are offered by the Reference Banks at approximately 11:00 a.m. London time, on the day that is two London Banking Days preceding the Reset Date to prime banks in the London interbank market for a period of the designated maturity commencing on that Reset Date and in a representative amount. COTMF will request the principal London office of each of the Reference Banks to provide a quotation of its rate. If at least two such quotations are provided, the rate for that Reset Date will be the arithmetic mean of the quotations. If fewer than two quotations are provided as requested, the rate for that Reset Date will be the arithmetic mean of the rates quoted by major banks in New York City, selected by COTMF, at approximately 11:00 a.m., New York City time, on that Reset Date for loans in U.S. Dollars to leading European banks for a period of the designated maturity commencing on that Reset Date and in a representative amount.

The Seller Interest Rate for this Note shall be reset every one (1) month during the term hereof at the expiration of each respective LIBOR Interest Period. A new applicable Seller Interest Rate shall be established every one (1) month during the term hereof at the end of the preceding LIBOR Interest Period (the "Reset Date"). On each Reset Date, a new applicable Seller Interest Rate shall be established using the one (1) month LIBOR rate in effect two (2) business days prior to each respective Reset Date. Each change in the applicable Seller Interest Rate at the end of each incremental LIBOR Interest Period during the term hereof shall effect a simultaneous and corresponding change in the interest rate hereunder on each respective Reset Date without notice to the Borrower. The initial applicable Seller Interest Rate will be calculated as Three and one-half (3.5%) percent above the LIBOR rate in effect two (2) business days prior to the date hereof.

Interest shall be payable on the dates and pursuant to the terms otherwise set forth in the Participation Agreement.

- 2. <u>Fixed Rate Conversion</u>. At any time after the six (6) month anniversary of the date of COTMF's payment to Seller for the Participant Investment, Seller shall have the right to convert the Seller Interest Rate from a floating rate to a fixed rate, by delivery a notice of conversion to COTMF at least three (3) Business Days prior to the proposed effective date of conversion. Such notice shall specify the effective date of such conversion (the "Effective Date"). From and after the Effective Date, Seller Interest Rate shall accrue and be payable at a fixed rate equal to three and one-half (3.5%) percent above the two (2) year LIBOR swap rate. Seller shall not have the right to convert the loan back to a floating rate and the Loan Maturity Date shall not change.
- 3. Entire Understanding. Any change in the Seller Interest Rate shall not effect the principal component of the repayment of Participant's investment. Except as set forth in this Addendum, the terms and conditions of the Schedule and the Participation Agreement shall remain in full force and effect and may not be modified except as provided therein.

4. <u>Pre-Payment Fee</u>. COTMF's right to collect the Pre-Payment Fee (as defined in the Participation Agreement) is hereby waived provided that Seller does not exercise its option to convert the Seller Interest Rate from a floating rate to a fixed rate.

| TRI GLOBAL FINANCIAL SERVYCES, | CAPITAL ONE PAXI MEDALLION |
|--------------------------------|----------------------------|
| INC. | FINANCE |
| By: | By: |
| Name: ROMAN SAPTNO | Name: Salvatore (hieric |
| Title: PRESIDENT | Title: Au |
| Date: 8 - 6 - 12 | Date: 8-6-11 |

Amendment No. 1 made this _____ day of November, 2010 to that certain Master Joint Participation Agreement dated August 2, 2010 by and between Tri Global Financial Services, Inc. ("Seller" or "Tri Global") and Capital One Taxi Medallion Finance (a trade name of All Points Capital Corp.) ("COTMF" or "Participant") hereafter, the "Master JPA".

WHEREAS, Seller and Participant are partners to the Master JPA and are desirous of amending the same.

NOW, THEREFORE, in consideration of the mutual promises contained herein, it is agreed as follows:

- 1. <u>Participation Schedule</u>. Exh. "1" to the Master JPA shall be replaced by the Participation Schedule and Variable Rate Addendum annexed hereto as Exh. "1".
- 2. <u>Participation Percentage</u>. The word "Borrower" on line 3, par. 1(i) of the Master JPA is changed to "Seller".
- 3. <u>ACH Payments</u>: The word "debt" on line 2, second full paragraph on page 5 of the Master JPA is changed to "debit".
- 4. <u>Full Force and Effect</u>. Except as specifically modified by the terms of this Amendment No. 1, the Master JPA remains in full force and effect and neither it nor this Amendment No. 1 may be amended or modified except in a writing executed by both Tri Global Financial Services, Inc. and Capital One Taxi Medallion Finance. Capitalized

| Global Financial Services, Inc. and Capital One | Taxi Medallion Finance. Capitalized |
|--|-------------------------------------|
| terms shall have the meaning give to them in the | Master JPA. |
| TRI CLOBAL FUNANCIAL SERVICES, INC. | CAPITAL ONE TAXI MEDALLION FINANCE |
| By: Name: RAMAN SAPANO | By: Salvitice Chiece |
| Title: PRESIDENT Date: 8-6-12 | Title: A 1 P Date: 8-6-1+ |

EXH. "1"

PARTICIPATION SCHEDULE OF TERMS TO MASTER JOINT PARTICIPATION AGREEMENT ("PARTICIPATION AGREEMENT") DATED AUGUST 2, 2010 BETWEEN TRI GLOBAL FINANCIAL SERVICES, INC. ("Seller") AND CAPITAL ONE TAXI MEDALLION FINANCE

| F** | |
|---|---|
| Name of Loan Borrower: JUNE CAB CORP | Name of Guarantor(s): SYMON GARBER |
| Loan Amount to Borrower: \$ 1440 000 00 | Loan Maturity Date: AUGUST 10, 2015 |
| Participant's Investment: \$ 1440 000.00 | Participant Percentage: 100% |
| Loan Interest Rate: 3.75% | Seller Interest Rate: 3.49 % (if fixed rate) check here if variable rate and complete variable rate addendum |
| Monthly Loan Payment: \$ 4500.00 from Borrower Interest Only: Yes (No) (check one) if interest only: Minimum Medallion Value \$ | Term of Loan in months: 36 Amortization period if different than Term Interest Only |
| Monthly Payment due COTMF S 4188.00 | Other Terms: |

Participant hereby acquires the Participation Percentage referenced above in the Loan to the Borrower, pursuant to the Assignment and Transfer executed together herewith, all according to the economic terms reflected above. The terms of the Participation Agreement are incorporated into this Schedule by reference. Capitalized terms on this Schedule shall have the meaning given to them in the Participation Agreement. In the event of any conflict between the terms of this Schedule and the Master Joint Participation Agreement, then the Master Joint Participation Agreement shall govern. If the Amortization period exceeds the Term of the Loan, then the Loan is due and payable on the Loan Maturity Date.

| TRI GLOBAL FINANCIAL | CAPITAL ONE TAXI MEDALLION FINANCE |
|----------------------|------------------------------------|
| SERVICES, INC. | |
| (V -11) (t. | |
| By: X\Oullullullu | By: |
| Name: DANIELLA ITIN | Name: |
| Title: V.P. | Title: |
| Date: 7 30 12 | Date: |
| | |

EXH. "2"

ASSIGNMENT & TRANSFER

| FOR VALUE RECEIVED, the undersigned hereby irrevocably | y and unconditionally sells |
|--|-------------------------------|
| assigns and transfers to Capital One Taxi Medallion Finance, a trade n | ame for All Points Capital |
| Corp., its successor and assigns (collectively "COTMF"), all of the un | dersigned's right, title and |
| interest in, to and under (but none of the undersigned's obligations und | er) the Loan set forth on |
| Exh. "1" hereto between the undersigned lender, and | borrower ("Borrower" or |
| "Obligor") together with all the sums payable thereunder and all of our | right, title and interest in |
| and to the Collateral described therein (the "Collateral"), all guaranties | or surety agreements, and |
| all insurance and collateral of any kind or nature which we have pertain | ning thereto, and all rights, |
| remedies and powers relating thereto, with good right in COTMF to co | llect and discharge the |
| same. Capitalized terms used herein shall have the meaning given to the | hem in that certain Master |
| Joint Participation Agreement between COTMF and the undersigned d | ated, 2010. |
| | |

We represent, warrant and agree as to the Loan that: A. We have (and COTMF will have) good title thereto and good title to (or a valid, perfected first priority security interest in) the Collateral and good right to sell, lease and transfer the same; B. It is a valid obligation arising out of a bona fide commercial loan to Obligor in the ordinary course of Obligor's business; C. It contains or describes the entire agreement and all instruments and other documents made or given in connection with such Loan; D. No representations, warranties or inducements not contained in the Loan have been made or given; E. It creates a first priority security interest in the Collateral in our favor; F. It and the Collateral are and will be free of any other liens and encumbrances and are and will be free of any claims, defenses, offsets and counterclaims real or claimed; G. All information furnished to COTMF and all statements made and unpaid balances shown in it are and will be true and correct, and the signature thereon, on any assignment and on any loan or guaranty or surety applicable to it are the genuine signatures of the persons having due authority and capacity; H. It is and will be enforceable against all parties thereto in accordance with its terms; I. We have complied, and it complies, with all applicable federal. state and municipal laws, rules or regulations, having the force of law regarding leases, security agreements, loans, subleases and installment paper (including, without limitation, the requirements of the Federal Equal Credit Opportunity Act, Regulation "B" thereunder and any applicable usury laws); J. It and all applicable financing statements have been properly and timely filed and recorded; K. The Collateral is and has been unconditionally accepted by Obligor and is and will be insured in accordance with the terms of the Loan and we have fulfilled and will fulfill our obligations to Obligor with respect thereto; L. We have not received any payments under the Loan unless indicated on Ex. "1". We subordinate to COTMF all liens and/or encumbrances (statutory and/or otherwise) which we may now have or may hereafter acquire and/or assert against the Collateral. COTMF may in our name endorse any notes and/or other related instruments now or hereafter given in connection with the Loan and all checks, drafts and other remittances relating to the Loan. We give express permission to COTMF to release, by operation or law or otherwise, and/or to compromise or adjust any or all rights against, and grant extensions of time of payment to, Obligor or any guarantor, surety or other person obligated on the Loan, and to substitute Borrower's and/or other obligors, without notice to us and without affecting our obligations hereunder. COTMF may, at any time, without prior

notice to us, appropriate and apply to the payment of any of our obligations to COTMF, any and all balances, sums, property, credits, accounts, reserves, collections, checks or other instruments belonging or payable to us and in COTMF's possession, and for such purposes, endorse our name on any such instrument for payment. We hereby waive notice of acceptance hereof, presentment for payment, demand, notice of protest and dishonor, notice of default or non-payment and notices of every kind and nature with respect to the Loan and/or related instruments and guarantees. In the event of any default under the Loan or any other lease, sublease, promissory note or security agreement at any time assigned by us to COTMF, we hereby waive and relinquish unto COTMF any interest that we may have in the Collateral and any monies that COTMF may be holding for our account. Any breach by the undersigned of the aforesaid representations or warranties shall entitle COTMF, in addition to any rights it has under the Master Joint Participation Agreement, to demand of the undersigned payment of the remaining balance due under the Loan.

We indemnify and hold COTMF harmless against any claim, suit, action, proceeding, judgment, loss, liability or expense (including, without limitation, attorneys' fees and costs) arising out of or based upon: (a) our breach of any agreement, representation or warranty contained herein in the Master Joint Participation Agreement or in the Loan; (b) any taxes, assessments or penalties imposed on any of the Collateral or on any payment received by us under the Loan; (c) any loss, damage or injury to property, persons, services or equipment resulting from or in connection with the delivery, installation, ownership, leasing, use, possession, control, operation, maintenance or repair of any of the Collateral; or (d) a failure to fully and timely comply with any and all applicable laws and/or regulations relating to disclosures, the giving of notices, the obtaining of any necessary permits, approvals, licenses, certificates and the like, and/or the making of any required filings and/or recordings, in each case in connection with the Collateral and/or the transaction evidenced by the Loan. This Assignment and Transfer shall be governed by the laws of the State of New York, without regard to principles of conflicts of law or choice of law. We hereby irrevocably (i) consent to the jurisdiction and venue of the state and federal courts sitting in Nassau County, New York, in any action or proceeding arising out of or relating to this Assignment; (ii) agree that service of process in any such action or proceeding may be given to us by mail to our address shown below; and (iii) WAIVE TRIAL BY JURY and the right to interpose any defense, offset or counterclaim of any kind in any such action or proceeding.

IN WITNESS WHEREOF, we have caused this Assignment and Transfer to be executed this 30 day of <u>July</u>, <u>2012</u>.

TRI GLOBAL FINANCIAL SERVICES, INC.

(Assignor)

Address: 2617 S. WABASH AVE CHICA

Date: 7.30.12 7/

Variable Rate Addendum

| | This Addendum to that Par | rticipation Schedule of Terms for COTMF Loan |
|--------|------------------------------|---|
| # | dated | 2010 (the "Schedule") to the Master Joint |
| Partic | ipation Agreement ("Particip | pation Agreement") dated August 2, 2010 between Tri |
| | | Seller") and Capital One Taxi Medallion Finance |
| | | Schedule and incorporates by reference all the |
| | ions thereof. | |

Whereas, the Seller has selected a variable rate of interest as the Seller Interest Rate as detailed below.

Whereas, the Seller has requested the ability to convert the Seller Interest Rate to a fixed rate during the term of the Loan,

Now Therefore, it is agreed as follows:

1. <u>Seller Interest Rate</u>. The Seller Interest Rate due hereunder shall bear interest at an annual rate, for each applicable LIBOR Interest Period, equal to three hundred fifty (350) basis points above LIBOR (as such term is defined herein). The initial LIBOR Interest Period shall commence on the date hereof and end on the 30th day of the next full calendar month after the date hereof.

For purposes hereof, "LIBOR" means, with respect to each Period, the rate for deposits in U.S. Dollars for a period of the Designated Maturity which appears on the Reuters Screen LIBOR01 Page as of 11:00 a.m., London time, on the day that is two London Banking Days preceding that Reset Date. If such rate does not appear on the Reuters Screen LIBOR01 Page, the rate for that Reset Date will be determined as if the parties had specific "USD-LIBOR-Reference Banks" as the applicable Floating Rate Option.

"USD-LIBOR-Reference Banks" means that the rate for a Reset Date will be determined on the basis of the rates at which deposits in U.S. Dollars are offered by the Reference Banks at approximately 11:00 a.m. London time, on the day that is two London Banking Days preceding the Reset Date to prime banks in the London interbank market for a period of the designated maturity commencing on that Reset Date and in a representative amount. COTMF will request the principal London office of each of the Reference Banks to provide a quotation of its rate. If at least two such quotations are provided, the rate for that Reset Date will be the arithmetic mean of the quotations. If fewer than two quotations are provided as requested, the rate for that Reset Date will be the arithmetic mean of the rates quoted by major banks in New York City, selected by COTMF, at approximately 11:00 a.m., New York City time, on that Reset Date for loans in U.S. Dollars to leading European banks for a period of the designated maturity commencing on that Reset Date and in a representative amount.

The Seller Interest Rate for this Note shall be reset every one (1) month during the term hereof at the expiration of each respective LIBOR Interest Period. A new applicable Seller Interest Rate shall be established every one (1) month during the term hereof at the end of the preceding LIBOR Interest Period (the "Reset Date"). On each Reset Date, a new applicable Seller Interest Rate shall be established using the one (1) month LIBOR rate in effect two (2) business days prior to each respective Reset Date. Each change in the applicable Seller Interest Rate at the end of each incremental LIBOR Interest Period during the term hereof shall effect a simultaneous and corresponding change in the interest rate hereunder on each respective Reset Date without notice to the Borrower. The initial applicable Seller Interest Rate will be calculated as Three and one-half (3.5%) percent above the LIBOR rate in effect two (2) business days prior to the date hereof.

Interest shall be payable on the dates and pursuant to the terms otherwise set forth in the Participation Agreement.

- 2. Fixed Rate Conversion. At any time after the six (6) month anniversary of the date of COTMF's payment to Seller for the Participant Investment, Seller shall have the right to convert the Seller Interest Rate from a floating rate to a fixed rate, by delivery a notice of conversion to COTMF at least three (3) Business Days prior to the proposed effective date of conversion. Such notice shall specify the effective date of such conversion (the "Effective Date"). From and after the Effective Date, Seller Interest Rate shall accrue and be payable at a fixed rate equal to three and one-half (3.5%) percent above the two (2) year LIBOR swap rate. Seller shall not have the right to convert the loan back to a floating rate and the Loan Maturity Date shall not change.
- 3. Entire Understanding. Any change in the Seller Interest Rate shall not effect the principal component of the repayment of Participant's investment. Except as set forth in this Addendum, the terms and conditions of the Schedule and the Participation Agreement shall remain in full force and effect and may not be modified except as provided therein.
- 4. <u>Pre-Payment Fee</u>. COTMF's right to collect the Pre-Payment Fee (as defined in the Participation Agreement) is hereby waived provided that Seller does not exercise its option to convert the Seller Interest Rate from a floating rate to a fixed rate.

| TRI GLOBAL FINANCIAL SERVICES, INC. | CAPITAL ONE TAXI MEDALLION FINANCE |
|-------------------------------------|------------------------------------|
| By: Suille Iti | By: |
| Name: DANIELLA ITIN | Name: |
| Title: VP | Title: |
| Date: 7.30.12 | Date: |
| | |

Amendment No. 1 made this _____ day of November, 2010 to that certain Master Joint Participation Agreement dated August 2, 2010 by and between Tri Global Financial Services, Inc. ("Seller" or "Tri Global") and Capital One Taxi Medallion Finance (a trade name of All Points Capital Corp.) ("COTMF" or "Participant") hereafter, the "Master JPA".

WHEREAS, Seller and Participant are partners to the Master JPA and are desirous of amending the same.

NOW, THEREFORE, in consideration of the mutual promises contained herein, it is agreed as follows:

- 1. <u>Participation Schedule</u>. Exh. "1" to the Master JPA shall be replaced by the Participation Schedule and Variable Rate Addendum annexed hereto as Exh. "1".
- 2. <u>Participation Percentage</u>. The word "Borrower" on line 3, par. 1(i) of the Master JPA is changed to "Seller".
- 3. ACH Payments: The word "debt" on line 2, second full paragraph on page 5 of the Master JPA is changed to "debit".
- 4. Full Force and Effect. Except as specifically modified by the terms of this Amendment No. 1, the Master JPA remains in full force and effect and neither it nor this Amendment No. 1 may be amended or modified except in a writing executed by both Tri Global Financial Services, Inc. and Capital One Taxi Medallion Finance. Capitalized terms shall have the meaning give to them in the Master JPA.

| TRI GLOBAL FINANCIAL SERVICES, INC. | CAPITAL ONE TAXI MEDALLION FINANCE |
|-------------------------------------|------------------------------------|
| By: Xx Illa Ita | By: |
| Name: DANTELLA ITIN | Name: |
| Title: VP | Title: |
| Date: 7 . 30 . 12 | Date: |
| | |

EXH. "1"

PARTICIPATION SCHEDULE OF TERMS TO MASTER JOINT
PARTICIPATION AGREEMENT ("PARTICIPATION AGREEMENT") DATED
AUGUST 2, 2010 BETWEEN TRI GLOBAL FINANCIAL SERVICES, INC.
("Seller") AND CAPITAL ONE TAXI MEDALLION FINANCE

| Name of Loan Borrower: LUCKY FOUR CAB CORP | Name of Guarantor(s): SYMON GARBER |
|---|---|
| Loan Amount to Borrower: \$ 960 000.00 | Loan Maturity Date: AUCUST 10, 2015 |
| Participant's Investment: \$ 960 000.00 | Participant Percentage: 100% |
| Loan Interest Rate: 3.75% | Seller Interest Rate: 3.49 % (if fixed rate) check here if variable rate and complete variable rate addendum |
| Monthly Loan Payment: \$ 3000,00 from Borrower Interest Only: Yes (No) (check one) if interest only: Minimum Medallion Value \$ | Term of Loan in months: 36 Amortization period if different than Term Interest Only |
| Monthly Payment due COTMF \$ 2,792.00 | Other Terms: |

Participant hereby acquires the Participation Percentage referenced above in the Loan to the Borrower, pursuant to the Assignment and Transfer executed together herewith, all according to the economic terms reflected above. The terms of the Participation Agreement are incorporated into this Schedule by reference. Capitalized terms on this Schedule shall have the meaning given to them in the Participation Agreement. In the event of any conflict between the terms of this Schedule and the Master Joint Participation Agreement, then the Master Joint Participation Agreement shall govern. If the Amortization period exceeds the Term of the Loan, then the Loan is due and payable on the Loan Maturity Date.

| TRI GLOBAL FINANCIAL | CAPITAL ONE TAXI MEDALLION FINANCE |
|----------------------|------------------------------------|
| SERVICES, INC. | |
| Can no the | |
| By: X I W Land | By: |
| Name: MANIELLA ITIN | Name: |
| Title: V.P. | Title: |
| Date: 7 30 12 | Date: |
| | |

EXH. "2"

ASSIGNMENT & TRANSFER

FOR VALUE RECEIVED, the undersigned hereby irrevocably and unconditionally sells, assigns and transfers to Capital One Taxi Medallion Finance, a trade name for All Points Capital Corp., its successor and assigns (collectively "COTMF"), all of the undersigned's right, title and interest in, to and under (but none of the undersigned's obligations under) the Loan set forth on Exh. "1" hereto between the undersigned lender, and ________ borrower ("Borrower" or "Obligor") together with all the sums payable thereunder and all of our right, title and interest in and to the Collateral described therein (the "Collateral"), all guaranties or surety agreements, and all insurance and collateral of any kind or nature which we have pertaining thereto, and all rights, remedies and powers relating thereto, with good right in COTMF to collect and discharge the same. Capitalized terms used herein shall have the meaning given to them in that certain Master Joint Participation Agreement between COTMF and the undersigned dated _______, 2010.

We represent, warrant and agree as to the Loan that: A. We have (and COTMF will have) good title thereto and good title to (or a valid, perfected first priority security interest in) the Collateral and good right to sell, lease and transfer the same; B. It is a valid obligation arising out of a bona fide commercial loan to Obligor in the ordinary course of Obligor's business; C. It contains or describes the entire agreement and all instruments and other documents made or given in connection with such Loan; D. No representations, warranties or inducements not contained in the Loan have been made or given; E. It creates a first priority security interest in the Collateral in our favor; F. It and the Collateral are and will be free of any other liens and encumbrances and are and will be free of any claims, defenses, offsets and counterclaims real or claimed; G. All information furnished to COTMF and all statements made and unpaid balances shown in it are and will be true and correct, and the signature thereon, on any assignment and on any loan or guaranty or surety applicable to it are the genuine signatures of the persons having due authority and capacity; H. It is and will be enforceable against all parties thereto in accordance with its terms; I. We have complied, and it complies, with all applicable federal, state and municipal laws, rules or regulations, having the force of law regarding leases, security agreements, loans, subleases and installment paper (including, without limitation, the requirements of the Federal Equal Credit Opportunity Act, Regulation "B" thereunder and any applicable usury laws); J. It and all applicable financing statements have been properly and timely filed and recorded; K. The Collateral is and has been unconditionally accepted by Obligor and is and will be insured in accordance with the terms of the Loan and we have fulfilled and will fulfill our obligations to Obligor with respect thereto; L. We have not received any payments under the Loan unless indicated on Ex. "1". We subordinate to COTMF all liens and/or encumbrances (statutory and/or otherwise) which we may now have or may hereafter acquire and/or assert against the Collateral. COTMF may in our name endorse any notes and/or other related instruments now or hereafter given in connection with the Loan and all checks. drafts and other remittances relating to the Loan. We give express permission to COTMF to release, by operation or law or otherwise, and/or to compromise or adjust any or all rights against, and grant extensions of time of payment to, Obligor or any guarantor, surety or other person obligated on the Loan, and to substitute Borrower's and/or other obligors, without notice to us and without affecting our obligations hereunder. COTMF may, at any time, without prior

notice to us, appropriate and apply to the payment of any of our obligations to COTMF, any and all balances, sums, property, credits, accounts, reserves, collections, checks or other instruments belonging or payable to us and in COTMF's possession, and for such purposes, endorse our name on any such instrument for payment. We hereby waive notice of acceptance hereof, presentment for payment, demand, notice of protest and dishonor, notice of default or non-payment and notices of every kind and nature with respect to the Loan and/or related instruments and guarantees. In the event of any default under the Loan or any other lease, sublease, promissory note or security agreement at any time assigned by us to COTMF, we hereby waive and relinquish unto COTMF any interest that we may have in the Collateral and any monies that COTMF may be holding for our account. Any breach by the undersigned of the aforesaid representations or warranties shall entitle COTMF, in addition to any rights it has under the Master Joint Participation Agreement, to demand of the undersigned payment of the remaining balance due under the Loan.

We indemnify and hold COTMF harmless against any claim, suit, action, proceeding, judgment, loss, liability or expense (including, without limitation, attorneys' fees and costs) arising out of or based upon: (a) our breach of any agreement, representation or warranty contained herein in the Master Joint Participation Agreement or in the Loan; (b) any taxes, assessments or penalties imposed on any of the Collateral or on any payment received by us under the Loan; (c) any loss, damage or injury to property, persons, services or equipment resulting from or in connection with the delivery, installation, ownership, leasing, use, possession, control, operation, maintenance or repair of any of the Collateral; or (d) a failure to fully and timely comply with any and all applicable laws and/or regulations relating to disclosures, the giving of notices, the obtaining of any necessary permits, approvals, licenses, certificates and the like, and/or the making of any required filings and/or recordings, in each case in connection with the Collateral and/or the transaction evidenced by the Loan. This Assignment and Transfer shall be governed by the laws of the State of New York, without regard to principles of conflicts of law or choice of law. We hereby irrevocably (i) consent to the jurisdiction and venue of the state and federal courts sitting in Nassau County, New York, in any action or proceeding arising out of or relating to this Assignment; (ii) agree that service of process in any such action or proceeding may be given to us by mail to our address shown below; and (iii) WAIVE TRIAL BY JURY and the right to interpose any defense, offset or counterclaim of any kind in any such action or proceeding.

IN WITNESS WHEREOF, we have caused this Assignment and Transfer to be executed this 30 day of July, 2012.

TRI GLOBAL FINANCIAL SERVICES, INC.

(Assignor)

Address: 2617 S. WARASH AVE CHICK

Date: 7.30.12 FL 6061

Variable Rate Addendum

| | This Addendum to that Par | ticipation Schedule of Terms for COTMF Loan |
|---------|-----------------------------|---|
| # | dated | 2010 (the "Schedule") to the Master Joint |
| Partici | pation Agreement ("Particip | pation Agreement") dated August 2, 2010 between Tri |
| | | Seller") and Capital One Taxi Medallion Finance |
| | | Schedule and incorporates by reference all the |
| | ions thereof. | , |

Whereas, the Seller has selected a variable rate of interest as the Seller Interest Rate as detailed below.

Whereas, the Seller has requested the ability to convert the Seller Interest Rate to a fixed rate during the term of the Loan,

Now Therefore, it is agreed as follows:

1. <u>Seller Interest Rate</u>. The Seller Interest Rate due hereunder shall bear interest at an annual rate, for each applicable LIBOR Interest Period, equal to three hundred fifty (350) basis points above LIBOR (as such term is defined herein). The initial LIBOR Interest Period shall commence on the date hereof and end on the 30th day of the next full calendar month after the date hereof.

For purposes hereof, "LIBOR" means, with respect to each Period, the rate for deposits in U.S. Dollars for a period of the Designated Maturity which appears on the Reuters Screen LIBOR01 Page as of 11:00 a.m., London time, on the day that is two London Banking Days preceding that Reset Date. If such rate does not appear on the Reuters Screen LIBOR01 Page, the rate for that Reset Date will be determined as if the parties had specific "USD-LIBOR-Reference Banks" as the applicable Floating Rate Option.

"USD-LIBOR-Reference Banks" means that the rate for a Reset Date will be determined on the basis of the rates at which deposits in U.S. Dollars are offered by the Reference Banks at approximately 11:00 a.m. London time, on the day that is two London Banking Days preceding the Reset Date to prime banks in the London interbank market for a period of the designated maturity commencing on that Reset Date and in a representative amount. COTMF will request the principal London office of each of the Reference Banks to provide a quotation of its rate. If at least two such quotations are provided, the rate for that Reset Date will be the arithmetic mean of the quotations. If fewer than two quotations are provided as requested, the rate for that Reset Date will be the arithmetic mean of the rates quoted by major banks in New York City, selected by COTMF, at approximately 11:00 a.m., New York City time, on that Reset Date for loans in U.S. Dollars to leading European banks for a period of the designated maturity commencing on that Reset Date and in a representative amount.

The Seller Interest Rate for this Note shall be reset every one (1) month during the term hereof at the expiration of each respective LIBOR Interest Period. A new applicable Seller Interest Rate shall be established every one (1) month during the term hereof at the end of the preceding LIBOR Interest Period (the "Reset Date"). On each Reset Date, a new applicable Seller Interest Rate shall be established using the one (1) month LIBOR rate in effect two (2) business days prior to each respective Reset Date. Each change in the applicable Seller Interest Rate at the end of each incremental LIBOR Interest Period during the term hereof shall effect a simultaneous and corresponding change in the interest rate hereunder on each respective Reset Date without notice to the Borrower. The initial applicable Seller Interest Rate will be calculated as Three and one-half (3.5%) percent above the LIBOR rate in effect two (2) business days prior to the date hereof.

Interest shall be payable on the dates and pursuant to the terms otherwise set forth in the Participation Agreement.

- 2. <u>Fixed Rate Conversion</u>. At any time after the six (6) month anniversary of the date of COTMF's payment to Seller for the Participant Investment, Seller shall have the right to convert the Seller Interest Rate from a floating rate to a fixed rate, by delivery a notice of conversion to COTMF at least three (3) Business Days prior to the proposed effective date of conversion. Such notice shall specify the effective date of such conversion (the "Effective Date"). From and after the Effective Date, Seller Interest Rate shall accrue and be payable at a fixed rate equal to three and one-half (3.5%) percent above the two (2) year LIBOR swap rate. Seller shall not have the right to convert the loan back to a floating rate and the Loan Maturity Date shall not change.
- 3. Entire Understanding. Any change in the Seller Interest Rate shall not effect the principal component of the repayment of Participant's investment. Except as set forth in this Addendum, the terms and conditions of the Schedule and the Participation Agreement shall remain in full force and effect and may not be modified except as provided therein.
- 4. <u>Pre-Payment Fee</u>. COTMF's right to collect the Pre-Payment Fee (as defined in the Participation Agreement) is hereby waived provided that Seller does not exercise its option to convert the Seller Interest Rate from a floating rate to a fixed rate.

| TRI GLOBAL FINANCIAL SERVICES, INC. | FINANCE |
|-------------------------------------|------------------------|
| Title: VP | By: Name: Title: Date: |

Amendment No. 1 made this _____ day of November, 2010 to that certain Master Joint Participation Agreement dated August 2, 2010 by and between Tri Global Financial Services, Inc. ("Seller" or "Tri Global") and Capital One Taxi Medallion Finance (a trade name of All Points Capital Corp.) ("COTMF" or "Participant") hereafter, the "Master JPA".

WHEREAS, Seller and Participant are partners to the Master JPA and are desirous of amending the same.

NOW, THEREFORE, in consideration of the mutual promises contained herein, it is agreed as follows:

- 1. <u>Participation Schedule</u>. Exh. "1" to the Master JPA shall be replaced by the Participation Schedule and Variable Rate Addendum annexed hereto as Exh. "1".
- 2. <u>Participation Percentage</u>. The word "Borrower" on line 3, par. 1(i) of the Master JPA is changed to "Seller".
- 3. <u>ACH Payments</u>: The word "debt" on line 2, second full paragraph on page 5 of the Master JPA is changed to "debit".
- 4. Full Force and Effect. Except as specifically modified by the terms of this Amendment No. 1, the Master JPA remains in full force and effect and neither it nor this Amendment No. 1 may be amended or modified except in a writing executed by both Tri Global Financial Services, Inc. and Capital One Taxi Medallion Finance. Capitalized terms shall have the meaning give to them in the Master JPA.

| TRI GLOBAL FINANCIAL SERVICES, | CAPITAL ONE TAXI MEDALLION |
|--------------------------------|----------------------------|
| INC. | FINANCE |
| (X - 1) ()-A . | |
| By: X)ullulu | Ву: |
| Name: DANTELLA ITIN | Name: |
| Title: VP | Title: |
| Date: 7.30.12 | Date: |
| | |

EXH. "1"

PARTICIPATION SCHEDULE OF TERMS TO MASTER JOINT PARTICIPATION AGREEMENT ("PARTICIPATION AGREEMENT") DATED AUGUST 2, 2010 BETWEEN TRI GLOBAL FINANCIAL SERVICES, INC. ("Seller") AND CAPITAL ONE TAXI MEDALLION FINANCE

| Name of Loan Borrower: | Name of Guarantor(s): VALENTINA ZUBON |
|---|--|
| LUCKY IN CHICAGO INC | CHICAGO ELITE CAB CORP Loan Maturity Date: SEP, 10, 2015 |
| Loan Amount to Borrower: \$ 1,200,000.00 | Loan Maturity Date: SEP, 10, 2015 |
| Participant's Investment: \$ 1, 200,000.00 | Participant Percentage: 100 % |
| Loan Interest Rate: 3.75 % | Seller Interest Rate: 3.49 % (if fixed rate) check here if variable rate and complete variable rate addendum |
| Monthly Loan Payment: \$ 3,750, 60 from Borrower Interest Only: Yes (No) (check one) if interest only: Minimum Medallion Value \$ | Term of Loan in months: 36 Amortization period if different than Term Interest Only |
| Monthly Payment due COTMF \$_3,490,00 | Other Terms: |
| | |

Participant hereby acquires the Participation Percentage referenced above in the Loan to the Borrower, pursuant to the Assignment and Transfer executed together herewith, all according to the economic terms reflected above. The terms of the Participation Agreement are incorporated into this Schedule by reference. Capitalized terms on this Schedule shall have the meaning given to them in the Participation Agreement. In the event of any conflict between the terms of this Schedule and the Master Joint Participation Agreement, then the Master Joint Participation Agreement shall govern. If the Amortization period exceeds the Term of the Loan, then the Loan is due and payable on the Loan Maturity Date.

| TRI GLOBAL FINANCIAL | CAPITAL ONE TAXI MEDALLION FINANCE |
|----------------------|------------------------------------|
| SERVICES, INC. | |
| CX III HA | |
| By: Xoulla III | By: |
| Name DANIELLA ITIN | Name: |
| Title: V.P. | Title: |
| Date: 8-28-2012 | Date: |
| • | |

EXII. "2"

ASSIGNMENT & TRANSFER

We represent, warrant and agree as to the Loan that: A. We have (and COTMF will have) good title thereto and good title to (or a valid, perfected first priority security interest in) the Collateral and good right to sell, lease and transfer the same; B. It is a valid obligation arising out of a bona fide commercial loan to Obligor in the ordinary course of Obligor's business; C. It contains or describes the entire agreement and all instruments and other documents made or given in connection with such Loan; D. No representations, warranties or inducements not contained in the Loan have been made or given; E. It creates a first priority security interest in the Collateral in our favor; F. It and the Collateral are and will be free of any other liens and encumbrances and are and will be free of any claims, defenses, offsets and counterclaims real or claimed; G. All information furnished to COTMP and all statements made and unpaid balances shown in it are and will be true and correct, and the signature thereon, on any assignment and on any loan or guaranty or surety applicable to it are the genuine signatures of the persons having due authority and capacity; H. It is and will be enforceable against all parties thereto in accordance with its terms; I. We have complied, and it complies, with all applicable federal, state and municipal laws, rules or regulations, having the force of law regarding leases, security agreements, loans, subleases and installment paper (including, without limitation, the requirements of the Federal Equal Credit Opportunity Act, Regulation "B" thereunder and any applicable usury laws); J. It and all applicable financing statements have been properly and timely filed and recorded; K. The Collateral is and has been unconditionally accepted by Obligor and is and will be insured in accordance with the terms of the Loan and we have fulfilled and will fulfill our obligations to Obligor with respect thereto; L. We have not received any payments under the Loan unless indicated on Ex. "1". We subordinate to COTMF all liens and/or encumbrances (statutory and/or otherwise) which we may now have or may hereafter acquire and/or assert against the Collateral. COTMF may in our name endorse any notes and/or other related instruments now or hereafter given in connection with the Loan and all checks, drafts and other remittances relating to the Loan. We give express permission to COTMF to release, by operation or law or otherwise, and/or to compromise or adjust any or all rights against, and grant extensions of time of payment to. Obligor or any guarantor, surety or other person obligated on the Loan, and to substitute Borrower's and/or other obligors, without notice to us and without affecting our obligations hereunder. COTMF may, at any time, without prior

notice to us, appropriate and apply to the payment of any of our obligations to COTMF, any and all balances, sums, property, credits, accounts, reserves, collections, checks or other instruments belonging or payable to us and in COTMF's possession, and for such purposes, endorse our name on any such instrument for payment. We hereby waive notice of acceptance hereof, presentment for payment, demand, notice of protest and dishonor, notice of default or non-payment and notices of every kind and nature with respect to the Loan and/or related instruments and guarantees. In the event of any default under the Loan or any other lease, sublease, promissory note or security agreement at any time assigned by us to COTMF, we hereby waive and relinquish unto COTMF any interest that we may have in the Collateral and any monies that COTMF may be holding for our account. Any breach by the undersigned of the aforesaid representations or warranties shall entitle COTMF, in addition to any rights it has under the Master Joint Participation Agreement, to demand of the undersigned payment of the remaining balance due under the Loan.

We indemnify and hold COTMF harmless against any claim, suit, action, proceeding, judgment, loss, liability or expense (including, without limitation, attorneys' fees and costs) arising out of or based upon: (a) our breach of any agreement, representation or warranty contained herein in the Master Joint Participation Agreement or in the Loan; (b) any taxes, assessments or penalties imposed on any of the Collateral or on any payment received by us under the Loan; (c) any loss, damage or injury to property, persons, services or equipment resulting from or in connection with the delivery, installation, ownership, leasing, use, possession, control, operation, maintenance or repair of any of the Collateral; or (d) a failure to fully and timely comply with any and all applicable laws and/or regulations relating to disclosures, the giving of notices, the obtaining of any necessary permits, approvals, licenses, certificates and the like, and/or the making of any required filings and/or recordings, in each case in connection with the Collateral and/or the transaction evidenced by the Loan. This Assignment and Transfer shall be governed by the laws of the State of New York, without regard to principles of conflicts of law or choice of law. We hereby irrevocably (i) consent to the jurisdiction and venue of the state and federal courts sitting in Nassau County, New York, in any action or proceeding arising out of or relating to this Assignment; (ii) agree that service of process in any such action or proceeding may be given to us by mail to our address shown below; and (iii) WAIVE TRIAL BY JURY and the right to interpose any defense, offset or counterclaim of any kind in any such action or proceeding.

IN WITNESS WHEREOF, we have caused this Assignment and Transfer to be executed this 28 day of <u>AUGUST</u>, 2012.

TRI GLOBAL FINANCIAL SERVICES, INC.

23.

Address: 2617 5.

617 S. WABASH AVE CHICABO IL 6060

Date

8-28-201

Variable Rate Addendum

Whereas, the Seller has selected a variable rate of interest as the Seller Interest Rate as detailed below.

Whereas, the Seller has requested the ability to convert the Seller Interest Rate to a fixed rate during the term of the Loan,

Now Therefore, it is agreed as follows:

1. <u>Seller Interest Rate</u>. The Seller Interest Rate due hereunder shall bear interest at an annual rate, for each applicable LIBOR Interest Period, equal to three hundred fifty (350) basis points above LIBOR (as such term is defined herein). The initial LIBOR Interest Period shall commence on the date hereof and end on the 30th day of the next full calendar month after the date hereof.

For purposes hereof, "LIBOR" means, with respect to each Period, the rate for deposits in U.S. Dollars for a period of the Designated Maturity which appears on the Reuters Screen LIBOR01 Page as of 11:00 a.m., London time, on the day that is two London Banking Days preceding that Reset Date. If such rate does not appear on the Reuters Screen LIBOR01 Page, the rate for that Reset Date will be determined as if the parties had specific "USD-LIBOR-Reference Banks" as the applicable Floating Rate Option.

"USD-LIBOR-Reference Banks" means that the rate for a Reset Date will be determined on the basis of the rates at which deposits in U.S. Dollars are offered by the Reference Banks at approximately 11:00 a.m. London time, on the day that is two London Banking Days preceding the Reset Date to prime banks in the London interbank market for a period of the designated maturity commencing on that Reset Date and in a representative amount. COTMF will request the principal London office of each of the Reference Banks to provide a quotation of its rate. If at least two such quotations are provided, the rate for that Reset Date will be the arithmetic mean of the quotations. If fewer than two quotations are provided as requested, the rate for that Reset Date will be the arithmetic mean of the rates quoted by major banks in New York City, selected by COTMF, at approximately 11:00 a.m., New York City time, on that Reset Date for loans in U.S. Dollars to leading European banks for a period of the designated maturity commencing on that Reset Date and in a representative amount.

The Seller Interest Rate for this Note shall be reset every one (1) month during the term hereof at the expiration of each respective LIBOR Interest Period. A new applicable Seller Interest Rate shall be established every one (1) month during the term hereof at the end of the preceding LIBOR Interest Period (the "Reset Date"). On each Reset Date, a new applicable Seller Interest Rate shall be established using the one (1) month LIBOR rate in effect two (2) business days prior to each respective Reset Date. Each change in the applicable Seller Interest Rate at the end of each incremental LIBOR Interest Period during the term hereof shall effect a simultaneous and corresponding change in the interest rate hereunder on each respective Reset Date without notice to the Borrower. The initial applicable Seller Interest Rate will be calculated as Three and one-half (3.5%) percent above the LIBOR rate in effect two (2) business days prior to the date hereof.

Interest shall be payable on the dates and pursuant to the terms otherwise set forth in the Participation Agreement.

- 2. <u>Fixed Rate Conversion</u>. At any time after the six (6) month anniversary of the date of COTMF's payment to Seller for the Participant Investment, Seller shall have the right to convert the Seller Interest Rate from a floating rate to a fixed rate, by delivery a notice of conversion to COTMF at least three (3) Business Days prior to the proposed effective date of conversion. Such notice shall specify the effective date of such conversion (the "Effective Date"). From and after the Effective Date, Seller Interest Rate shall accrue and be payable at a fixed rate equal to three and one-half (3.5%) percent above the two (2) year LIBOR swap rate. Seller shall not have the right to convert the loan back to a floating rate and the Loan Maturity Date shall not change.
- 3. Entire Understanding. Any change in the Seller Interest Rate shall not effect the principal component of the repayment of Participant's investment. Except as set forth in this Addendum, the terms and conditions of the Schedule and the Participation Agreement shall remain in full force and effect and may not be modified except as provided therein.
- 4. <u>Pre-Payment Fee</u>. COTMF's right to collect the Pre-Payment Fee (as defined in the Participation Agreement) is hereby waived provided that Seller does not exercise its option to convert the Seller Interest Rate from a floating rate to a fixed rate.

| INC. | FINANCE |
|--|---------|
| By: De MIELLA ITIN Title: VP Date: 8-28-2012 | By: |

Amendment No. 1 made this _____ day of November, 2010 to that certain Master Joint Participation Agreement dated August 2, 2010 by and between Tri Global Financial Services, Inc. ("Seller" or "Tri Global") and Capital One Taxi Medallion Finance (a trade name of All Points Capital Corp.) ("COTMF" or "Participant") hereafter, the "Master JPA".

WHEREAS, Seller and Participant are partners to the Master JPA and are desirous of amending the same.

NOW, THEREFORE, in consideration of the mutual promises contained herein, it is agreed as follows:

- 1. <u>Participation Schedule</u>. Exh. "1" to the Master JPA shall be replaced by the Participation Schedule and Variable Rate Addendum annexed hereto as Exh. "1".
- 2. <u>Participation Percentage</u>. The word "Borrower" on line 3, par. 1(i) of the Master JPA is changed to "Seller".
- 3. ACH Payments: The word "debt" on line 2, second full paragraph on page 5 of the Master JPA is changed to "debit".
- 4. Full Force and Effect. Except as specifically modified by the terms of this Amendment No. 1, the Master JPA remains in full force and effect and neither it nor this Amendment No. 1 may be amended or modified except in a writing executed by both Tri Global Financial Services, Inc. and Capital One Taxi Medallion Finance. Capitalized terms shall have the meaning give to them in the Master JPA.

| TRI GLOBAL FINANCIAL SERVICES, | CAPITAL ONE TAXI MEDALLION |
|--------------------------------|----------------------------|
| INC. \bigcirc (10) | FINANCE |
| By: Sylver He | Bv: |
| Name: DANTELLA ITIN | Name: |
| Title: VP | Title: |
| Date: 8-28-2012 | Date: |
| | |

EXH. "1"

PARTICIPATION SCHEDULE OF TERMS TO MASTER JOINT PARTICIPATION AGREEMENT ("PARTICIPATION AGREEMENT") DATED AUGUST 2, 2010 BETWEEN TRI GLOBAL FINANCIAL SERVICES, INC. ("Seller") AND CAPITAL ONE TAXI MEDALLION FINANCE

| Name of Loan Borrower: | Name of Guarantor(s): GALINA GARBER SHEND |
|--|---|
| MAGENTA ZONE CAB CORP | CHICAGO ELITE CAB CORP |
| Loan Amount to Borrower: \$ 960,000.00 | Loan Maturity Date: SEP 10 2015 |
| Participant's Investment: \$_960,000.00 | Participant Percentage: 100 % |
| Loan Interest Rate: 3,75% | Seller Interest Rate: 3.49_% (if fixed rate) check here if variable rate and complete variable rate addendum |
| Monthly Loan Payment: \$ 3,0000 from Borrower Interest Only: Yes (No) (check one) if interest only: Minimum Medallion Value \$ | Term of Loan in months: 36 Amortization period if different than Term INTEREST ONLY |
| Monthly Payment due COTMF | Other Terms: |
| s_2792.00 | |
| | |

Participant hereby acquires the Participation Percentage referenced above in the Loan to the Borrower, pursuant to the Assignment and Transfer executed together herewith, all according to the economic terms reflected above. The terms of the Participation Agreement are incorporated into this Schedule by reference. Capitalized terms on this Schedule shall have the meaning given to them in the Participation Agreement. In the event of any conflict between the terms of this Schedule and the Master Joint Participation Agreement, then the Master Joint Participation Agreement shall govern. If the Amortization period exceeds the Term of the Loan, then the Loan is due and payable on the Loan Maturity Date.

| TRI GLOBAL FINANCIAL | CAPITAL ONE TAXI MEDALLION FINANCE |
|----------------------|------------------------------------|
| SERVICES, INC. | |
| By: Xo Iula lli | Ву: |
| Name: DANIELLA ITIN | Name: |
| Title: VP | Title: |
| Date: 8-30-12 | Date: |
| | |

EXH. "2"

ASSIGNMENT & TRANSFER

We represent, warrant and agree as to the Loan that: A. We have (and COTMF will have) good title thereto and good title to (or a valid, perfected first priority security interest in) the Collateral and good right to sell, lease and transfer the same; B. It is a valid obligation arising out of a bona fide commercial loan to Obligor in the ordinary course of Obligor's business; C. It contains or describes the entire agreement and all instruments and other documents made or given in connection with such Loan; D. No representations, warranties or inducements not contained in the Loan have been made or given; E. It creates a first priority security interest in the Collateral in our favor; F. It and the Collateral are and will be free of any other liens and encumbrances and are and will be free of any claims, defenses, offsets and counterclaims real or claimed; G. All information furnished to COTMF and all statements made and unpaid balances shown in it are and will be true and correct, and the signature thereon, on any assignment and on any loan or guaranty or surety applicable to it are the genuine signatures of the persons having due authority and capacity; H. It is and will be enforceable against all parties thereto in accordance with its terms; I. We have complied, and it complies, with all applicable federal. state and municipal laws, rules or regulations, having the force of law regarding leases, security agreements, loans, subleases and installment paper (including, without limitation, the requirements of the Federal Equal Credit Opportunity Act, Regulation "B" thereunder and any applicable usury laws); J. It and all applicable financing statements have been properly and timely filed and recorded; K. The Collateral is and has been unconditionally accepted by Obligor and is and will be insured in accordance with the terms of the Loan and we have fulfilled and will fulfill our obligations to Obligor with respect thereto; I... We have not received any payments under the Loan unless indicated on Ex. "1". We subordinate to COTMF all liens and/or encumbrances (statutory and/or otherwise) which we may now have or may hereafter acquire and/or assert against the Collateral. COTMF may in our name endorse any notes and/or other related instruments now or hereafter given in connection with the Loan and all checks. drafts and other remittances relating to the Loan. We give express permission to COTMF to release, by operation or law or otherwise, and/or to compromise or adjust any or all rights against, and grant extensions of time of payment to, Obligor or any guarantor, surety or other person obligated on the Loan, and to substitute Borrower's and/or other obligors, without notice to us and without affecting our obligations hereunder. COTMF may, at any time, without prior

notice to us, appropriate and apply to the payment of any of our obligations to COTMF, any and all balances, sums, property, credits, accounts, reserves, collections, checks or other instruments belonging or payable to us and in COTMF's possession, and for such purposes, endorse our name on any such instrument for payment. We hereby waive notice of acceptance hereof, presentment for payment, demand, notice of protest and dishonor, notice of default or non-payment and notices of every kind and nature with respect to the Loan and/or related instruments and guarantees. In the event of any default under the Loan or any other lease, sublease, promissory note or security agreement at any time assigned by us to COTMF, we hereby waive and relinquish unto COTMF any interest that we may have in the Collateral and any monies that COTMF may be holding for our account. Any breach by the undersigned of the aforesaid representations or warranties shall entitle COTMF, in addition to any rights it has under the Master Joint Participation Agreement, to demand of the undersigned payment of the remaining balance due under the Loan.

We indemnify and hold COTMF harmless against any claim, suit, action, proceeding, judgment, loss, liability or expense (including, without limitation, attorneys' fees and costs) arising out of or based upon: (a) our breach of any agreement, representation or warranty contained herein in the Master Joint Participation Agreement or in the Loan; (b) any taxes, assessments or penalties imposed on any of the Collateral or on any payment received by us under the Loan; (c) any loss, damage or injury to property, persons, services or equipment resulting from or in connection with the delivery, installation, ownership, leasing, use, possession, control, operation, maintenance or repair of any of the Collateral; or (d) a failure to fully and timely comply with any and all applicable laws and/or regulations relating to disclosures, the giving of notices, the obtaining of any necessary permits, approvals, licenses, certificates and the like, and/or the making of any required filings and/or recordings, in each case in connection with the Collateral and/or the transaction evidenced by the Loan. This Assignment and Transfer shall be governed by the laws of the State of New York, without regard to principles of conflicts of law or choice of law. We hereby irrevocably (i) consent to the jurisdiction and venue of the state and federal courts sitting in Nassau County, New York, in any action or proceeding arising out of or relating to this Assignment; (ii) agree that service of process in any such action or proceeding may be given to us by mail to our address shown below; and (iii) WAIVE TRIAL BY JURY and the right to interpose any defense, offset or counterclaim of any kind in any such action or proceeding.

IN WITNESS WHEREOF, we have caused this Assignment and Transfer to be executed this 30 day of AUGUST, 2012

TRI GLOBAL FINANCIAL SERVICES, INC.

(Assignor)

Address: 2617

60616

Date:

40993v1

Variable Rate Addendum

| | This Addendum to that | t Participation Schedule of Terms for COTMF Loan |
|----------|-------------------------|---|
| # | dated | 2010 (the "Schedule") to the Master Joint |
| Particip | pation Agreement ("Par | ticipation Agreement") dated August 2, 2010 between Tri |
| Global | Financial Services, Inc | . ("Seller") and Capital One Taxi Medallion Finance |
| ("COT | MF") is made a part of | the Schedule and incorporates by reference all the |
| provisi | ons thereof. | |

Whereas, the Seller has selected a variable rate of interest as the Seller Interest Rate as detailed below.

Whereas, the Seller has requested the ability to convert the Seller Interest Rate to a fixed rate during the term of the Loan,

Now Therefore, it is agreed as follows:

1. <u>Seller Interest Rate</u>. The Seller Interest Rate due hereunder shall bear interest at an annual rate, for each applicable LIBOR Interest Period, equal to three hundred fifty (350) basis points above LIBOR (as such term is defined herein). The initial LIBOR Interest Period shall commence on the date hereof and end on the 30th day of the next full calendar month after the date hereof.

For purposes hercof, "LIBOR" means, with respect to each Period, the rate for deposits in U.S. Dollars for a period of the Designated Maturity which appears on the Reuters Screen LIBOR01 Page as of 11:00 a.m., London time, on the day that is two London Banking Days preceding that Reset Date. If such rate does not appear on the Reuters Screen LIBOR01 Page, the rate for that Reset Date will be determined as if the parties had specific "USD-LIBOR-Reference Banks" as the applicable Floating Rate Option.

"USD-LIBOR-Reference Banks" means that the rate for a Reset Date will be determined on the basis of the rates at which deposits in U.S. Dollars are offered by the Reference Banks at approximately 11:00 a.m. London time, on the day that is two London Banking Days preceding the Reset Date to prime banks in the London interbank market for a period of the designated maturity commencing on that Reset Date and in a representative amount. COTMF will request the principal London office of each of the Reference Banks to provide a quotation of its rate. If at least two such quotations are provided, the rate for that Reset Date will be the arithmetic mean of the quotations. If fewer than two quotations are provided as requested, the rate for that Reset Date will be the arithmetic mean of the rates quoted by major banks in New York City, selected by COTMF, at approximately 11:00 a.m., New York City time, on that Reset Date for loans in U.S. Dollars to leading European banks for a period of the designated maturity commencing on that Reset Date and in a representative amount.

The Seller Interest Rate for this Note shall be reset every one (1) month during the term hereof at the expiration of each respective LIBOR Interest Period. A new applicable Seller Interest Rate shall be established every one (1) month during the term hereof at the end of the preceding LIBOR Interest Period (the "Reset Date"). On each Reset Date, a new applicable Seller Interest Rate shall be established using the one (1) month LIBOR rate in effect two (2) business days prior to each respective Reset Date. Each change in the applicable Seller Interest Rate at the end of each incremental LIBOR Interest Period during the term hereof shall effect a simultaneous and corresponding change in the interest rate hereunder on each respective Reset Date without notice to the Borrower. The initial applicable Seller Interest Rate will be calculated as Three and one-half (3.5%) percent above the LIBOR rate in effect two (2) business days prior to the date hereof.

Interest shall be payable on the dates and pursuant to the terms otherwise set forth in the Participation Agreement.

- 2. <u>Fixed Rate Conversion</u>. At any time after the six (6) month anniversary of the date of COTMF's payment to Seller for the Participant Investment, Seller shall have the right to convert the Seller Interest Rate from a floating rate to a fixed rate, by delivery a notice of conversion to COTMF at least three (3) Business Days prior to the proposed effective date of conversion. Such notice shall specify the effective date of such conversion (the "Effective Date"). From and after the Effective Date, Seller Interest Rate shall accrue and be payable at a fixed rate equal to three and one-half (3.5%) percent above the two (2) year LIBOR swap rate. Seller shall not have the right to convert the loan back to a floating rate and the Loan Maturity Date shall not change.
- 3. <u>Entire Understanding</u>. Any change in the Seller Interest Rate shall not effect the principal component of the repayment of Participant's investment. Except as set forth in this Addendum, the terms and conditions of the Schedule and the Participation Agreement shall remain in full force and effect and may not be modified except as provided therein.
- 4. <u>Pre-Payment Fee.</u> COTMF's right to collect the Pre-Payment Fee (as defined in the Participation Agreement) is hereby waived provided that Seller does not exercise its option to convert the Seller Interest Rate from a floating rate to a fixed rate.

| TRI GLOBAL FINANCIAL SERVICES, INC. | CAPITAL ONE TAXI MEDALLION FINANCE |
|--|------------------------------------|
| By: DANTELLA ITIN Title: V. P. Date: 8-30-12 | By: |

Amendment No. 1 made this _____ day of November, 2010 to that certain Master Joint Participation Agreement dated August 2, 2010 by and between Tri Global Financial Services, Inc. ("Seller" or "Tri Global") and Capital One Taxi Medallion Finance (a trade name of All Points Capital Corp.) ("COTMF" or "Participant") hereafter, the "Master JPA".

WHEREAS, Seller and Participant are partners to the Master JPA and are desirous of amending the same.

NOW, THEREFORE, in consideration of the mutual promises contained herein, it is agreed as follows:

- 1. <u>Participation Schedule</u>. Exh. "1" to the Master JPA shall be replaced by the Participation Schedule and Variable Rate Addendum annexed hereto as Exh. "1".
- 2. <u>Participation Percentage</u>. The word "Borrower" on line 3, par. 1(i) of the Master JPA is changed to "Seller".
- 3. <u>ACH Payments</u>: The word "debt" on line 2, second full paragraph on page 5 of the Master JPA is changed to "debit".
- 4. <u>Full Force and Effect</u>. Except as specifically modified by the terms of this Amendment No. 1, the Master JPA remains in full force and effect and neither it nor this Amendment No. 1 may be amended or modified except in a writing executed by both Tri Global Financial Services, Inc. and Capital One Taxi Medallion Finance. Capitalized terms shall have the meaning give to them in the Master JPA.

| TRI GLOBAL FINANCIAL SERVICES, | CAPITAL ONE TAXI MEDALLION |
|--------------------------------|----------------------------|
| INC. | FINANCE |
| $(\chi - \eta)$ | |
| By: X Do ulla XX | Ву: |
| Name: DANTELLA ITIN | Name: |
| Title: v.P. | Title: |
| Date: 8-30-12 | Date: |
| | |

EXH. "1"

PARTICIPATION SCHEDULE OF TERMS TO MASTER JOINT PARTICIPATION AGREEMENT ("PARTICIPATION AGREEMENT") DATED AUGUST 2, 2010 BETWEEN TRI GLOBAL FINANCIAL SERVICES, INC. ("Seller") AND CAPITAL ONE TAXI MEDALLION FINANCE

| Name of Loan Borrower: | Name of Guarantor(s): GALINA GARBER SHEND |
|--|---|
| NAUVE ZONE CAB CO | CHICAGO ELITE CAB CORP |
| Loan Amount to Borrower: \$ 1,200,000.00 | Loan Maturity Date: SEP 10 2015 |
| Participant's Investment: \$ 1,200,000.00 | Participant Percentage: 100 % |
| Loan Interest Rate: 3,75 % | Seller Interest Rate: 3.49 % (if fixed rate) check here if variable rate and complete variable rate addendum |
| Monthly Loan Payment: \$ 3750.00 from Borrower Interest Only: Vyes (No) (check one) if interest only: Minimum Medallion Value \$ | Term of Loan in months: 36 Amortization period if different than Term INTEREST ONLY |
| Monthly Payment due COTMF \$ 3490.00 | Other Terms: |
| | dan |

Participant hereby acquires the Participation Percentage referenced above in the Loan to the Borrower, pursuant to the Assignment and Transfer executed together herewith, all according to the economic terms reflected above. The terms of the Participation Agreement are incorporated into this Schedule by reference. Capitalized terms on this Schedule shall have the meaning given to them in the Participation Agreement. In the event of any conflict between the terms of this Schedule and the Master Joint Participation Agreement, then the Master Joint Participation Agreement shall govern. If the Amortization period exceeds the Term of the Loan, then the Loan gayable on the Loan Maturity Date.

| TRI GLOBAL FINANCIAL | CAPITAL ONE TAXI MEDALLION FINANCE |
|----------------------|------------------------------------|
| SERVICES, INC. | |
| CK III HA: | |
| By: XX 1 1 Wa X W | By: |
| Name: DATELLA ITIN | Name: |
| Title: VP | Title: |
| Date: 8-30-12 | Date: |

EXH. "2"

ASSIGNMENT & TRANSFER

We represent, warrant and agree as to the Loan that: A. We have (and COTMF will have) good title thereto and good title to (or a valid, perfected first priority security interest in) the Collateral and good right to sell, lease and transfer the same; B. It is a valid obligation arising out of a bona fide commercial loan to Obligor in the ordinary course of Obligor's business; C. It contains or describes the entire agreement and all instruments and other documents made or given in connection with such Loan; D. No representations, warranties or inducements not contained in the Loan have been made or given; E. It creates a first priority security interest in the Collateral in our favor; F. It and the Collateral are and will be free of any other liens and encumbrances and are and will be free of any claims, defenses, offsets and counterclaims real or claimed; G. All information furnished to COTMF and all statements made and unpaid balances shown in it are and will be true and correct, and the signature thereon, on any assignment and on any loan or guaranty or surety applicable to it are the genuine signatures of the persons having due authority and capacity; H. It is and will be enforceable against all parties thereto in accordance with its terms; I. We have complied, and it complies, with all applicable federal, state and municipal laws, rules or regulations, having the force of law regarding leases, security agreements, loans, subleases and installment paper (including, without limitation, the requirements of the Federal Equal Credit Opportunity Act, Regulation "B" thereunder and any applicable usury laws); J. It and all applicable financing statements have been properly and timely filed and recorded; K. The Collateral is and has been unconditionally accepted by Obligor and is and will be insured in accordance with the terms of the Loan and we have fulfilled and will fulfill our obligations to Obligor with respect thereto; L. We have not received any payments under the Loan unless indicated on Ex. "1". We subordinate to COTMF all liens and/or encumbrances (statutory and/or otherwise) which we may now have or may hereafter acquire and/or assert against the Collateral. COTMF may in our name endorse any notes and/or other related instruments now or hereafter given in connection with the Loan and all checks. drafts and other remittances relating to the Loan. We give express permission to COTMF to release, by operation or law or otherwise, and/or to compromise or adjust any or all rights against, and grant extensions of time of payment to, Obligor or any guarantor, surety or other person obligated on the Loan, and to substitute Borrower's and/or other obligors, without notice to us and without affecting our obligations hereunder. COTMF may, at any time, without prior

notice to us, appropriate and apply to the payment of any of our obligations to COTMF, any and all balances, sums, property, credits, accounts, reserves, collections, checks or other instruments belonging or payable to us and in COTMF's possession, and for such purposes, endorse our name on any such instrument for payment. We hereby waive notice of acceptance hereof, presentment for payment, demand, notice of protest and dishonor, notice of default or non-payment and notices of every kind and nature with respect to the Loan and/or related instruments and guarantees. In the event of any default under the Loan or any other lease, sublease, promissory note or security agreement at any time assigned by us to COTMF, we hereby waive and relinquish unto COTMF any interest that we may have in the Collateral and any monies that COTMF may be holding for our account. Any breach by the undersigned of the aforesaid representations or warranties shall entitle COTMF, in addition to any rights it has under the Master Joint Participation Agreement, to demand of the undersigned payment of the remaining balance due under the Loan.

We indemnify and hold COTMF harmless against any claim, suit, action, proceeding, judgment, loss, liability or expense (including, without limitation, attorneys' fees and costs) arising out of or based upon: (a) our breach of any agreement, representation or warranty contained herein in the Master Joint Participation Agreement or in the Loan; (b) any taxes, assessments or penalties imposed on any of the Collateral or on any payment received by us under the Loan; (c) any loss, damage or injury to property, persons, services or equipment resulting from or in connection with the delivery, installation, ownership, leasing, use, possession, control, operation, maintenance or repair of any of the Collateral; or (d) a failure to fully and timely comply with any and all applicable laws and/or regulations relating to disclosures, the giving of notices, the obtaining of any necessary permits, approvals, licenses, certificates and the like, and/or the making of any required filings and/or recordings, in each case in connection with the Collateral and/or the transaction evidenced by the Loan. This Assignment and Transfer shall be governed by the laws of the State of New York, without regard to principles of conflicts of law or choice of law. We hereby irrevocably (i) consent to the jurisdiction and venue of the state and federal courts sitting in Nassau County, New York, in any action or proceeding arising out of or relating to this Assignment; (ii) agree that service of process in any such action or proceeding may be given to us by mail to our address shown below; and (iii) WAIVE TRIAL BY JURY and the right to interpose any defense, offset or counterclaim of any kind in any such action or proceeding.

IN WITNESS WHEREOF, we have caused this Assignment and Transfer to be executed this 30 day of AUGUST, 2012

TRI GLOBAL FINANCIAL SERVICES, INC.

Address: 2617

VE CHICABOIL 60616

Variable Rate Addendum

| | This Addendum to tha | t Participation Schedule of Terms for COTMF Loan |
|-------|----------------------------|---|
| # | dated | 2010 (the "Schedule") to the Master Joint |
| Parti | cipation Agreement ("Par | dicipation Agreement") dated August 2, 2010 between Tri |
| Glob | al Financial Services, Inc | c. ("Sciler") and Capital One Taxi Medallion Finance |
| ("CO | TMF") is made a part of | the Schedule and incorporates by reference all the |
| provi | sions thereof. | • • |

Whereas, the Seller has selected a variable rate of interest as the Seller Interest Rate as detailed below.

Whereas, the Seller has requested the ability to convert the Seller Interest Rate to a fixed rate during the term of the Loan,

Now Therefore, it is agreed as follows:

1. <u>Seller Interest Rate</u>. The Seller Interest Rate due hereunder shall bear interest at an annual rate, for each applicable LIBOR Interest Period, equal to three hundred fifty (350) basis points above LIBOR (as such term is defined herein). The initial LIBOR Interest Period shall commence on the date hereof and end on the 30th day of the next full calendar month after the date hereof.

For purposes hereof, "LIBOR" means, with respect to each Period, the rate for deposits in U.S. Dollars for a period of the Designated Maturity which appears on the Reuters Screen LIBOR01 Page as of 11:00 a.m., London time, on the day that is two London Banking Days preceding that Reset Date. If such rate does not appear on the Reuters Screen LIBOR01 Page, the rate for that Reset Date will be determined as if the parties had specific "USD-LIBOR-Reference Banks" as the applicable Floating Rate Option.

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Interest shall be payable on the dates and pursuant to the terms otherwise set forth in the Participation Agreement.

- 2. <u>Fixed Rate Conversion</u>. At any time after the six (6) month anniversary of the date of COTMF's payment to Seller for the Participant Investment, Seller shall have the right to convert the Seller Interest Rate from a floating rate to a fixed rate, by delivery a notice of conversion to COTMF at least three (3) Business Days prior to the proposed effective date of conversion. Such notice shall specify the effective date of such conversion (the "Effective Date"). From and after the Effective Date, Seller Interest Rate shall accrue and be payable at a fixed rate equal to three and one-half (3.5%) percent above the two (2) year LIBOR swap rate. Seller shall not have the right to convert the loan back to a floating rate and the Loan Maturity Date shall not change.
- 3. Entire Understanding. Any change in the Seller Interest Rate shall not effect the principal component of the repayment of Participant's investment. Except as set forth in this Addendum, the terms and conditions of the Schedule and the Participation Agreement shall remain in full force and effect and may not be modified except as provided therein.
- 4. <u>Pre-Payment Fee.</u> COTMF's right to collect the Pre-Payment Fee (as defined in the Participation Agreement) is hereby waived provided that Seller does not exercise its option to convert the Seller Interest Rate from a floating rate to a fixed rate.

TRI GLOBAL FINANCIAL SERVICES.

| INC. | FINANCE |
|---|---------|
| $\mathcal{A} = \mathcal{M} \mathcal{A}$ | |
| By: No rolla Ma | Ву: |
| Name: DANIELLA ITIN | Name: |
| Title: V, P, | Title: |
| Date: 8-30-12 | Date: |
| | |

CAPITAL ONE TAXI MEDALLION

Amendment No. 1 made this _____ day of November, 2010 to that certain Master Joint Participation Agreement dated August 2, 2010 by and between Tri Global Financial Services, Inc. ("Seller" or "Tri Global") and Capital One Taxi Medallion Finance (a trade name of All Points Capital Corp.) ("COTMF" or "Participant") hereafter, the "Master JPA".

WHEREAS, Seller and Participant are partners to the Master JPA and are desirous of amending the same.

NOW, THEREFORE, in consideration of the mutual promises contained herein, it is agreed as follows:

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- 3. <u>ACH Payments</u>: The word "debt" on line 2, second full paragraph on page 5 of the Master JPA is changed to "debit".
- 4. <u>Full Force and Effect</u>. Except as specifically modified by the terms of this Amendment No. 1, the Master JPA remains in full force and effect and neither it nor this Amendment No. 1 may be amended or modified except in a writing executed by both Tri Global Financial Services, Inc. and Capital One Taxi Medallion Finance. Capitalized terms shall have the meaning give to them in the Master JPA.

| TRI GLOBAL FINANCIAL SERVICES, | CAPITAL ONE TAXI MEDALLION |
|--------------------------------|----------------------------|
| INC. | FINANCE |
| $\mathcal{R} = \mathbb{R} $ | |
| By: X Like VIV | By: |
| Name: DANIELLA ITIN | Name: |
| Title: V, P, | Title: |
| Date: 8-30-12 | Date: |
| | |

7110-00405

EXH. "1"

PARTICIPATION SCHEDULE OF TERMS TO MASTER JOINT PARTICIPATION AGREEMENT ("PARTICIPATION AGREEMENT") DATED AUGUST 2, 2010 BETWEEN TRI GLOBAL FINANCIAL SERVICES, INC. ("Seller") AND CAPITAL ONE TAXI MEDALLION FINANCE

| Name of Loan Borrower: | Name of Guarantor(s): VALENTINA ELIBOR |
|--|--|
| MIGHA CAT CAB CORP | CHICAGO ELITE CAB CORP |
| Loan Amount to Borrower: \$ 960,000.00 | Loan Maturity Date: SEP, 10, 2015 |
| Participant's Investment: \$ 960,000,00 | Participant Percentage: 100 % |
| Loan Interest Rate: 3.75 % | College Lada and Date 12 March 1996 |
| | Seller Interest Rate: 3.49 % (if fixed rate) variable rate addendum |
| Monthly Loan Payment: \$ 3000,00 from | Term of Loan in months: 36 |
| Borrower | Amortization period if different than Term |
| Interest Only: Yes (No) (check one) | Interest Only |
| if interest only: Minimum Medallion Value \$ | - Ducy |
| Monthly Payment due COTMF | Other Terms: |
| y y comment was a strik | Other rems. |
| \$ 2792.00 | |
| | |

Participant hereby acquires the Participation Percentage referenced above in the Loan to the Borrower, pursuant to the Assignment and Transfer executed together herewith, all according to the economic terms reflected above. The terms of the Participation Agreement are incorporated into this Schedule by reference. Capitalized terms on this Schedule shall have the meaning given to them in the Participation Agreement. In the event of any conflict between the terms of this Schedule and the Master Joint Participation Agreement, then the Master Joint Participation Agreement shall govern. If the Amortization period exceeds the Term of the Loan, then the Loan is due and payable on the Loan Maturity Date.

| TRI GLOBAL FINANCIAL SERVICES, INC. M. At- | CAPITAL ONE TAXI MEDALLION FINANCE |
|---|------------------------------------|
| By: XXXIVI VIVA Name: DARTELLA ITIN Title: V.P. Date: 8-28-2012 | By: Name: Title: Date: |

EXH. "2"

ASSIGNMENT & TRANSFER

We represent, warrant and agree as to the Loan that: A. We have (and COTMF will have) good title thereto and good title to (or a valid, perfected first priority security interest in) the Collateral and good right to sell, lease and transfer the same; B. It is a valid obligation arising out of a bona fide commercial loan to Obligor in the ordinary course of Obligor's business; C. It contains or describes the entire agreement and all instruments and other documents made or given in connection with such Loan; D. No representations, warranties or inducements not contained in the Loan have been made or given; E. It creates a first priority security interest in the Collateral in our favor; F. It and the Collateral are and will be free of any other liens and encumbrances and are and will be free of any claims, defenses, offsets and counterclaims real or claimed; G. All information furnished to COTMF and all statements made and unpaid balances shown in it are and will be true and correct, and the signature thereon, on any assignment and on any loan or guaranty or surety applicable to it are the genuine signatures of the persons having due authority and capacity; H. It is and will be enforceable against all parties thereto in accordance with its terms; I. We have complied, and it complies, with all applicable federal, state and municipal laws, rules or regulations, having the force of law regarding leases, security agreements, loans, subleases and installment paper (including, without limitation, the requirements of the Federal Equal Credit Opportunity Act, Regulation "B" thereunder and any applicable usury laws); J. It and all applicable financing statements have been properly and timely filed and recorded; K. The Collateral is and has been unconditionally accepted by Obligor and is and will be insured in accordance with the terms of the Loan and we have fulfilled and will fulfill our obligations to Obligor with respect thereto; L. We have not received any payments under the Loan unless indicated on Ex. "1". We subordinate to COTMF all liens and/or encumbrances (statutory and/or otherwise) which we may now have or may hereafter acquire and/or assert against the Collateral. COTMF may in our name endorse any notes and/or other related instruments now or hereafter given in connection with the Loan and all checks, drafts and other remittances relating to the Loan. We give express permission to COTMF to release, by operation or law or otherwise, and/or to compromise or adjust any or all rights against, and grant extensions of time of payment to, Obligor or any guarantor, surely or other person obligated on the Loan, and to substitute Borrower's and/or other obligors, without notice to us and without affecting our obligations hereunder. COTMF may, at any time, without prior

notice to us, appropriate and apply to the payment of any of our obligations to COTMF, any and all balances, sums, property, credits, accounts, reserves, collections, checks or other instruments belonging or payable to us and in COTMF's possession, and for such purposes, endorse our name on any such instrument for payment. We hereby waive notice of acceptance hereof, presentment for payment, demand, notice of protest and dishonor, notice of default or non-payment and notices of every kind and nature with respect to the Loan and/or related instruments and guarantees. In the event of any default under the Loan or any other lease, sublease, promissory note or security agreement at any time assigned by us to COTMF, we hereby waive and relinquish unto COTMF any interest that we may have in the Collateral and any monies that COTMF may be holding for our account. Any breach by the undersigned of the aforesaid representations or warranties shall entitle COTMF, in addition to any rights it has under the Master Joint Participation Agreement, to demand of the undersigned payment of the remaining balance due under the Loan.

We indemnify and hold COTMF harmless against any claim, suit, action, proceeding, judgment, loss, liability or expense (including, without limitation, attorneys' fees and costs) arising out of or based upon: (a) our breach of any agreement, representation or warranty contained herein in the Master Joint Participation Agreement or in the Loan; (b) any taxes, assessments or penalties imposed on any of the Collateral or on any payment received by us under the Loan; (c) any loss, damage or injury to property, persons, services or equipment resulting from or in connection with the delivery, installation, ownership, leasing, use, possession, control, operation, maintenance or repair of any of the Collateral; or (d) a failure to fully and timely comply with any and all applicable laws and/or regulations relating to disclosures, the giving of notices, the obtaining of any necessary permits, approvals, licenses, certificates and the like, and/or the making of any required filings and/or recordings, in each case in connection with the Collateral and/or the transaction evidenced by the Loan. This Assignment and Transfer shall be governed by the laws of the State of New York, without regard to principles of conflicts of law or choice of law. We hereby irrevocably (i) consent to the jurisdiction and venue of the state and federal courts sitting in Nassau County, New York, in any action or proceeding arising out of or relating to this Assignment; (ii) agree that service of process in any such action or proceeding may be given to us by mail to our address shown below; and (iii) WAIVE TRIAL BY JURY and the right to interpose any defense, offset or counterclaim of any kind in any such action or proceeding.

IN WITNESS WHEREOF, we have caused this Assignment and Transfer to be executed this 28 day of August, 2012.

TRI GLOBAL FINANCIAL SERVICES, INC.

(Assignor)

Title:

Address: 2617 S. WABASH NECHICAGO IL 60601

Date: 8-28-2012

40993v1

EXH. "1"

PARTICIPATION SCHEDULE OF TERMS TO MASTER JOINT PARTICIPATION AGREEMENT ("PARTICIPATION AGREEMENT") DATED AUGUST 2, 2010 BETWEEN TRI GLOBAL FINANCIAL SERVICES, INC. ("Selier") AND CAPITAL ONE TAXI MEDALLION FINANCE

| Name of Loan Borrower: MONACO TAXI INC Loan Amount to Borrower: \$\(\) 1200 000,00 Participant's Investment: \$\(\) 1200 000,00 | Name of Guarantor(s): Symon Garber Chicago Elite Cale Corp Loan Maturity Date: September 10, 2012 Participant Percentage: 100% |
|--|---|
| Loan Interest Rate: 3,75% | Seller Interest Rate: 3, 49% (if fixed rate) check here if variable rate and complete variable rate addendum |
| Monthly Loan Payment: \$3750.00 from Borrower Interest Only: VYes (No) (check one) if interest only: Minimum Medallion Value \$ | Term of Loan in months: 36 Amortization period if different than Term Interest Only |
| Monthly Payment due COTMF \$ 3490.00 | Other Terms: |

Participant hereby acquires the Participation Percentage referenced above in the Loan to the Borrower, pursuant to the Assignment and Transfer executed together herewith, all according to the economic terms reflected above. The terms of the Participation Agreement are incorporated into this Schedule by reference. Capitalized terms on this Schedule shall have the meaning given to them in the Participation Agreement. In the event of any conflict between the terms of this Schedule and the Master Joint Participation Agreement, then the Master Joint Participation Agreement shall govern. If the Amortization period exceeds the Term of the Loan, then the Loan is due and payable on the Loan Maturity Date.

| TRI GLOBAL FINANCIAL | CAPITAL ON TAXI MEDALLION FINANCE |
|-----------------------|-----------------------------------|
| SERVICES, INC. | VAFT OF |
| By: Xx erelle this | By: |
| Name DANIELLA ITIN | Name: Sullatore Chieries |
| Title: VP | Title: |
| Date: AUGUST 21, 2012 | Date: 8-2/-/2 |
| | |

EXH. "2"

ASSIGNMENT & TRANSFER

We represent, warrant and agree as to the Loan that: A. We have (and COTMF will have) good title thereto and good title to (or a valid, perfected first priority security interest in) the Collateral and good right to sell, lease and transfer the same; B. It is a valid obligation arising out of a bona fide commercial loan to Obligor in the ordinary course of Obligor's business; C. It contains or describes the entire agreement and all instruments and other documents made or given in connection with such Loan; D. No representations, warranties or inducements not contained in the Loan have been made or given; E. It creates a first priority security interest in the Collateral in our favor; F. It and the Collateral are and will be free of any other liens and encumbrances and are and will be free of any claims, defenses, offsets and counterclaims real or claimed; G. All information furnished to COTMF and all statements made and unpaid balances shown in it are and will be true and correct, and the signature thereon, on any assignment and on any loan or guaranty or surety applicable to it are the genuine signatures of the persons having due authority and capacity; H. It is and will be enforceable against all parties thereto in accordance with its terms; I. We have complied, and it complies, with all applicable federal, state and municipal laws, rules or regulations, having the force of law regarding leases, security agreements, loans, subleases and installment paper (including, without limitation, the requirements of the Federal Equal Credit Opportunity Act, Regulation "B" thereunder and any applicable usury laws); J. It and all applicable financing statements have been properly and timely filed and recorded; K. The Collateral is and has been unconditionally accepted by Obligor and is and will be insured in accordance with the terms of the Loan and we have fulfilled and will fulfill our obligations to Obligor with respect thereto; L. We have not received any payments under the Loan unless indicated on Ex. "1". We subordinate to COTMF all liens and/or encumbrances (statutory and/or otherwise) which we may now have or may hereafter acquire and/or assert against the Collateral. COTMF may in our name endorse any notes and/or other related instruments now or hereafter given in connection with the Loan and all checks, drafts and other remittances relating to the Loan. We give express permission to COTMF to release, by operation or law or otherwise, and/or to compromise or adjust any or all rights against, and grant extensions of time of payment to, Obligor or any guarantor, surety or other person obligated on the Loan, and to substitute Borrower's and/or other obligors, without notice to us and without affecting our obligations hereunder. COTMF may, at any time, without prior

notice to us, appropriate and apply to the payment of any of our obligations to COTMF, any and all balances, sums, property, credits, accounts, reserves, collections, checks or other instruments belonging or payable to us and in COTMF's possession, and for such purposes, endorse our name on any such instrument for payment. We hereby waive notice of acceptance hereof, presentment for payment, demand, notice of protest and dishonor, notice of default or non-payment and notices of every kind and nature with respect to the Loan and/or related instruments and guarantees. In the event of any default under the Loan or any other lease, sublease, promissory note or security agreement at any time assigned by us to COTMF, we hereby waive and relinquish unto COTMF any interest that we may have in the Collateral and any monies that COTMF may be holding for our account. Any breach by the undersigned of the aforesaid representations or warranties shall entitle COTMF, in addition to any rights it has under the Master Joint Participation Agreement, to demand of the undersigned payment of the remaining balance due under the Loan.

We indemnify and hold COTMF harmless against any claim, suit, action, proceeding, judgment, loss, liability or expense (including, without limitation, attorneys' fees and costs) arising out of or based upon: (a) our breach of any agreement, representation or warranty contained herein in the Master Joint Participation Agreement or in the Loan; (b) any taxes. assessments or penalties imposed on any of the Collateral or on any payment received by us under the Loan; (c) any loss, damage or injury to property, persons, services or equipment resulting from or in connection with the delivery, installation, ownership, leasing, use, possession, control, operation, maintenance or repair of any of the Collateral; or (d) a failure to fully and timely comply with any and all applicable laws and/or regulations relating to disclosures, the giving of notices, the obtaining of any necessary permits, approvals, licenses, certificates and the like, and/or the making of any required filings and/or recordings, in each case in connection with the Collateral and/or the transaction evidenced by the Loan. This Assignment and Transfer shall be governed by the laws of the State of New York, without regard to principles of conflicts of law or choice of law. We hereby irrevocably (i) consent to the jurisdiction and venue of the state and federal courts sitting in Nassau County, New York, in any action or proceeding arising out of or relating to this Assignment; (ii) agree that service of process in any such action or proceeding may be given to us by mail to our address shown below; and (iii) WAIVE TRIAL BY JURY and the right to interpose any defense, offset or counterclaim of any kind in any such action or proceeding.

IN WITNESS WHEREOF, we have caused this Assignment and Transfer to be executed this 21 day of August, 2012.

TRI GLOBAL FINANCIAL SERVICES, INC.

(Assignor)

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Tille: F

Address: 2617

he Chicago IL 60616

Variable Rate Addendum

| This Addendum to that Participation Schedule of Terms for COTMF Loan | | |
|--|----------------------|--|
| # | dated | 2010 (the "Schedule") to the Master Joint |
| Particip: | ation Agreement ("Pa | rticipation Agreement") dated August 2, 2010 between Tri |
| | | c. ("Seller") and Capital One Taxi Medallion Finance |
| | | the Schedule and incorporates by reference all the |
| provisio | ns thereof. | |

Whereas, the Seller has selected a variable rate of interest as the Seller Interest Rate as detailed below.

Whereas, the Seller has requested the ability to convert the Seller Interest Rate to a fixed rate during the term of the Loan,

Now Therefore, it is agreed as follows:

1. <u>Seller Interest Rate</u>. The Seller Interest Rate due hereunder shall bear interest at an annual rate, for each applicable LIBOR Interest Period, equal to three hundred fifty (350) basis points above LIBOR (as such term is defined herein). The initial LIBOR Interest Period shall commence on the date hereof and end on the 30th day of the next full calendar month after the date hereof.

For purposes hercof, "LIBOR" means, with respect to each Period, the rate for deposits in U.S. Dollars for a period of the Designated Maturity which appears on the Reuters Screen LIBOR01 Page as of 11:00 a.m., London time, on the day that is two London Banking Days preceding that Reset Date. If such rate does not appear on the Reuters Screen LIBOR01 Page, the rate for that Reset Date will be determined as if the parties had specific "USD-LIBOR-Reference Banks" as the applicable Floating Rate Option.

"USD-LIBOR-Reference Banks" means that the rate for a Reset Date will be determined on the basis of the rates at which deposits in U.S. Dollars are offered by the Reference Banks at approximately 11:00 a.m. London time, on the day that is two London Banking Days preceding the Reset Date to prime banks in the London interbank market for a period of the designated maturity commencing on that Reset Date and in a representative amount. COTMF will request the principal London office of each of the Reference Banks to provide a quotation of its rate. If at least two such quotations are provided, the rate for that Reset Date will be the arithmetic mean of the quotations. If fewer than two quotations are provided as requested, the rate for that Reset Date will be the arithmetic mean of the rates quoted by major banks in New York City, selected by COTMF, at approximately 11:00 a.m., New York City time, on that Reset Date for loans in U.S. Dollars to leading European banks for a period of the designated maturity commencing on that Reset Date and in a representative amount.

The Seller Interest Rate for this Note shall be reset every one (1) month during the term hereof at the expiration of each respective LIBOR Interest Period. A new applicable Seller Interest Rate shall be established every one (1) month during the term hereof at the end of the preceding LIBOR Interest Period (the "Reset Date"). On each Reset Date, a new applicable Seller Interest Rate shall be established using the one (1) month LIBOR rate in effect two (2) business days prior to each respective Reset Date. Each change in the applicable Seller Interest Rate at the end of each incremental LIBOR Interest Period during the term hereof shall effect a simultaneous and corresponding change in the interest rate hereunder on each respective Reset Date without notice to the Borrower. The initial applicable Seller Interest Rate will be calculated as Three and one-half (3.5%) percent above the LIBOR rate in effect two (2) business days prior to the date hereof.

Interest shall be payable on the dates and pursuant to the terms otherwise set forth in the Participation Agreement.

- 2. <u>Fixed Rate Conversion</u>. At any time after the six (6) month anniversary of the date of COTMF's payment to Seller for the Participant Investment, Seller shall have the right to convert the Seller Interest Rate from a floating rate to a fixed rate, by delivery a notice of conversion to COTMF at least three (3) Business Days prior to the proposed effective date of conversion. Such notice shall specify the effective date of such conversion (the "Effective Date"). From and after the Effective Date, Seller Interest Rate shall accrue and be payable at a fixed rate equal to three and one-half (3.5%) percent above the two (2) year LIBOR swap rate. Seller shall not have the right to convert the loan back to a floating rate and the Loan Maturity Date shall not change.
- 3. Entire Understanding. Any change in the Seller Interest Rate shall not effect the principal component of the repayment of Participant's investment. Except as set forth in this Addendum, the terms and conditions of the Schedule and the Participation Agreement shall remain in full force and effect and may not be modified except as provided therein.
- 4. <u>Pre-Payment Fee.</u> COTMF's right to collect the Pre-Payment Fee (as defined in the Participation Agreement) is hereby waived provided that Seller does not exercise its option to convert the Seller Interest Rate from a floating rate to a fixed rate.

| TRI GLOBAL FINANCIAL SERVICES, INC. | CAPITAL ONE TÂXI MEDALLION FINANCE |
|--|---------------------------------------|
| By: Rulle Iti | By: |
| Name: DANIELLA ITIN | Name: Salvatore Chierico |
| Title: V.P. | Title: |
| Date: 8,21,12 | Date: 8'21-12 |
| | |

Amendment No. 1 made this _____ day of November, 2010 to that certain Master Joint Participation Agreement dated August 2, 2010 by and between Tri Global Financial Services, Inc. ("Seller" or "Tri Global") and Capital One Taxi Medallion Finance (a trade name of All Points Capital Corp.) ("COTMF" or "Participant") hereafter, the "Master JPA".

WHEREAS, Seller and Participant are partners to the Master JPA and are desirous of amending the same.

NOW, THEREFORE, in consideration of the mutual promises contained herein, it is agreed as follows:

- 1. <u>Participation Schedule</u>. Exh. "1" to the Master JPA shall be replaced by the Participation Schedule and Variable Rate Addendum annexed hereto as Exh. "1".
- 2. <u>Participation Percentage</u>. The word "Borrower" on line 3, par. 1(i) of the Master JPA is changed to "Seller".
- 3. <u>ACH Payments</u>: The word "debt" on line 2, second full paragraph on page 5 of the Master JPA is changed to "debit".
- 4. Full Force and Effect. Except as specifically modified by the terms of this Amendment No. 1, the Master JPA remains in full force and effect and neither it nor this Amendment No. 1 may be amended or modified except in a writing executed by both Tri Global Financial Services, Inc. and Capital One Taxi Medallion Finance. Capitalized terms shall have the meaning give to them in the Master JPA.

| INC. FINANCE | |
|--------------------------------------|----------|
| By: By: By: By: By: Solutore Chieric | 0 |
| Title: V. P. Title: UP | |
| Date: $8.21.12$ Date: $8.31.12$ | <u> </u> |

EXH. "1"

PARTICIPATION SCHEDULE OF TERMS TO MASTER JOINT PARTICIPATION AGREEMENT ("PARTICIPATION AGREEMENT") DATED AUGUST 2, 2010 BETWEEN TRI GLOBAL FINANCIAL SERVICES, INC. ("Seller") AND CAPITAL ONE TAXI MEDALLION FINANCE

| Name of Loan Borrower: MONETA TAXI INC | Name of Guarantor(s): Symon Garler Chicago Elite Cale Corp Loan Maturity Date: September 10, 2012 |
|--|---|
| Loan Amount to Borrower: \$ 960 000,00 | Loan Maturity Date: September 10, 2012 |
| Participant's Investment: \$ 960 000.00 | Participant Percentage: 100% |
| Loan Interest Rate: 3.75% | Sciler Interest Rate: 3,49% (if fixed rate) check here if variable rate and complete variable rate addendum |
| Monthly Loan Payment: \$ 3000.00 from Borrower Interest Only: Vyes (No) (check one) if interest only: Minimum Medallion Value \$ | Term of Loan in months: 36 Amortization period if different than Term Interest Only |
| Monthly Payment due COTMF | Other Terms: |
| 52792.00 | |
| | |

Participant hereby acquires the Participation Percentage referenced above in the Loan to the Borrower, pursuant to the Assignment and Transfer executed together herewith, all according to the economic terms reflected above. The terms of the Participation Agreement are incorporated into this Schedule by reference. Capitalized terms on this Schedule shall have the meaning given to them in the Participation Agreement. In the event of any conflict between the terms of this Schedule and the Master Joint Participation Agreement, then the Master Joint Participation Agreement shall govern. If the Amortization period exceeds the Term of the Loan, then the Loan is due and payable on the Loan Maturity Date.

| TRI GLOBAL FINANCIAL SERVICES, INC. | CAPITAL ONE TAXI MEDALLION FINANCE |
|-------------------------------------|------------------------------------|
| By: Xoulle Hi | Ву: |
| Name: DANZELLA LITAN Title: VP | Name: Salvatore Chierico Title: |
| Date: AuGUST 21, 2012 | Date: 8-2/-/2 |

EXH. "2"

ASSIGNMENT & TRANSFER

FOR VALUE RECEIVED, the undersigned hereby irrevocably and unconditionally sells, assigns and transfers to Capital One Taxi Medallion Finance, a trade name for All Points Capital Corp., its successor and assigns (collectively "COTMF"), all of the undersigned's right, title and interest in, to and under (but none of the undersigned's obligations under) the Loan set forth on Exh. "1" hereto between the undersigned lender, and _________ borrower ("Borrower" or "Obligor") together with all the sums payable thereunder and all of our right, title and interest in and to the Collateral described therein (the "Collateral"), all guaranties or surety agreements, and all insurance and collateral of any kind or nature which we have pertaining thereto, and all rights, remedies and powers relating thereto, with good right in COTMF to collect and discharge the same. Capitalized terms used herein shall have the meaning given to them in that certain Master Joint Participation Agreement between COTMF and the undersigned dated _______, 2010.

We represent, warrant and agree as to the Loan that: A. We have (and COTMF will have) good title thereto and good title to (or a valid, perfected first priority security interest in) the Collateral and good right to sell, lease and transfer the same; B. It is a valid obligation arising out of a bona fide commercial loan to Obligor in the ordinary course of Obligor's business; C. It contains or describes the entire agreement and all instruments and other documents made or given in connection with such Loan; D. No representations, warranties or inducements not contained in the Loan have been made or given; E. It creates a first priority security interest in the Collateral in our favor; F. It and the Collateral are and will be free of any other liens and encumbrances and are and will be free of any claims, defenses, offsets and counterclaims real or claimed; G. All information furnished to COTMF and all statements made and unpaid balances shown in it are and will be true and correct, and the signature thereon, on any assignment and on any loan or guaranty or surety applicable to it are the genuine signatures of the persons having due authority and capacity; H. It is and will be enforceable against all parties thereto in accordance with its terms; 1. We have complied, and it complies, with all applicable federal, state and municipal laws, rules or regulations, having the force of law regarding leases, security agreements, loans, subleases and installment paper (including, without limitation, the requirements of the Federal Equal Credit Opportunity Act, Regulation "B" thereunder and any applicable usury laws); J. It and all applicable financing statements have been properly and timely filed and recorded; K. The Collateral is and has been unconditionally accepted by Obligor and is and will be insured in accordance with the terms of the Loan and we have fulfilled and will fulfill our obligations to Obligor with respect thereto; L. We have not received any payments under the Loan unless indicated on Ex. "1". We subordinate to COTMF all liens and/or encumbrances (statutory and/or otherwise) which we may now have or may hereafter acquire and/or assert against the Collateral. COTMF may in our name endorse any notes and/or other related instruments now or hereafter given in connection with the Loan and all checks, drasts and other remittances relating to the Loan. We give express permission to COTMF to release, by operation or law or otherwise, and/or to compromise or adjust any or all rights against, and grant extensions of time of payment to, Obligor or any guarantor, surety or other person obligated on the Loan, and to substitute Borrower's and/or other obligors, without notice to us and without affecting our obligations hereunder. COTMF may, at any time, without prior

notice to us, appropriate and apply to the payment of any of our obligations to COTMF, any and all balances, sums, property, credits, accounts, reserves, collections, checks or other instruments belonging or payable to us and in COTMF's possession, and for such purposes, endorse our name on any such instrument for payment. We hereby waive notice of acceptance hereof, presentment for payment, demand, notice of protest and dishonor, notice of default or non-payment and notices of every kind and nature with respect to the Loan and/or related instruments and guarantees. In the event of any default under the Loan or any other lease, sublease, promissory note or security agreement at any time assigned by us to COTMF, we hereby waive and relinquish unto COTMF any interest that we may have in the Collateral and any monies that COTMF may be holding for our account. Any breach by the undersigned of the aforesaid representations or warranties shall entitle COTMF, in addition to any rights it has under the Master Joint Participation Agreement, to demand of the undersigned payment of the remaining balance due under the Loan.

We indemnify and hold COTMF harmless against any claim, suit, action, proceeding, judgment, loss, liability or expense (including, without limitation, attorneys' fees and costs) arising out of or based upon: (a) our breach of any agreement, representation or warranty contained herein in the Master Joint Participation Agreement or in the Loan; (b) any taxes, assessments or penalties imposed on any of the Collateral or on any payment received by us under the Loan; (c) any loss, damage or injury to property, persons, services or equipment resulting from or in connection with the delivery, installation, ownership, leasing, use, possession, control, operation, maintenance or repair of any of the Collateral; or (d) a failure to fully and timely comply with any and all applicable laws and/or regulations relating to disclosures, the giving of notices, the obtaining of any necessary permits, approvals, licenses, certificates and the like, and/or the making of any required filings and/or recordings, in each case in connection with the Collateral and/or the transaction evidenced by the Loan. This Assignment and Transfer shall be governed by the laws of the State of New York, without regard to principles of conflicts of law or choice of law. We hereby irrevocably (i) consent to the jurisdiction and venue of the state and federal courts sitting in Nassau County, New York, in any action or proceeding arising out of or relating to this Assignment; (ii) agree that service of process in any such action or proceeding may be given to us by mail to our address shown below; and (iii) WAIVE TRIAL BY JURY and the right to interpose any defense, offset or counterclaim of any kind in any such action or proceeding.

IN WITNESS WHEREOF, we have caused this Assignment and Transfer to be executed this 21 day of August 2012.

TRI GLOBAL FINANCIAL SERVICES, INC.

40993v1

Variable Rate Addendum

Whereas, the Seller has selected a variable rate of interest as the Seller Interest Rate as detailed below.

Whereas, the Seller has requested the ability to convert the Seller Interest Rate to a fixed rate during the term of the Loan,

Now Therefore, it is agreed as follows:

1. Seller Interest Rate. The Seller Interest Rate due hereunder shall bear interest at an annual rate, for each applicable LIBOR Interest Period, equal to three hundred fifty (350) basis points above LIBOR (as such term is defined herein). The initial LIBOR Interest Period shall commence on the date hereof and end on the 30th day of the next full calendar month after the date hereof.

For purposes hereof, "LIBOR" means, with respect to each Period, the rate for deposits in U.S. Dollars for a period of the Designated Maturity which appears on the Reuters Screen LIBOR01 Page as of 11:00 a.m., London time, on the day that is two London Banking Days preceding that Reset Date. If such rate does not appear on the Reuters Screen LIBOR01 Page, the rate for that Reset Date will be determined as if the parties had specific "USD-LIBOR-Reference Banks" as the applicable Floating Rate Option.

"USD-LIBOR-Reference Banks" means that the rate for a Reset Date will be determined on the basis of the rates at which deposits in U.S. Dollars are offered by the Reference Banks at approximately 11:00 a.m. London time, on the day that is two London Banking Days preceding the Reset Date to prime banks in the London interbank market for a period of the designated maturity commencing on that Reset Date and in a representative amount. COTMF will request the principal London office of each of the Reference Banks to provide a quotation of its rate. If at least two such quotations are provided, the rate for that Reset Date will be the arithmetic mean of the quotations. If fewer than two quotations are provided as requested, the rate for that Reset Date will be the arithmetic mean of the rates quoted by major banks in New York City, selected by COTMF, at approximately 11:00 a.m., New York City time, on that Reset Date for loans in U.S. Dollars to leading European banks for a period of the designated maturity commencing on that Reset Date and in a representative amount.

The Seller Interest Rate for this Note shall be reset every one (1) month during the term hereof at the expiration of each respective LIBOR Interest Period. A new applicable Seller Interest Rate shall be established every one (1) month during the term hereof at the end of the preceding LIBOR Interest Period (the "Reset Date"). On each Reset Date, a new applicable Seller Interest Rate shall be established using the one (1) month LIBOR rate in effect two (2) business days prior to each respective Reset Date. Each change in the applicable Seller Interest Rate at the end of each incremental LIBOR Interest Period during the term hereof shall effect a simultaneous and corresponding change in the interest rate hereunder on each respective Reset Date without notice to the Borrower. The initial applicable Seller Interest Rate will be calculated as Three and one-half (3.5%) percent above the LIBOR rate in effect two (2) business days prior to the date hereof.

Interest shall be payable on the dates and pursuant to the terms otherwise set forth in the Participation Agreement.

- 2. <u>Fixed Rate Conversion</u>. At any time after the six (6) month anniversary of the date of COTMF's payment to Seller for the Participant Investment, Seller shall have the right to convert the Seller Interest Rate from a floating rate to a fixed rate, by delivery a notice of conversion to COTMF at least three (3) Business Days prior to the proposed effective date of conversion. Such notice shall specify the effective date of such conversion (the "Effective Date"). From and after the Effective Date, Seller Interest Rate shall accrue and be payable at a fixed rate equal to three and one-half (3.5%) percent above the two (2) year LIBOR swap rate. Seller shall not have the right to convert the loan back to a floating rate and the Loan Maturity Date shall not change.
- 3. Entire Understanding. Any change in the Seller Interest Rate shall not effect the principal component of the repayment of Participant's investment. Except as set forth in this Addendum, the terms and conditions of the Schedule and the Participation Agreement shall remain in full force and effect and may not be modified except as provided therein.
- 4. <u>Pre-Payment Fee.</u> COTMF's right to collect the Pre-Payment Fee (as defined in the Participation Agreement) is hereby waived provided that Seller does not exercise its option to convert the Seller Interest Rate from a floating rate to a fixed rate.

| TRI GLOBAL FINANCIAL SERVICES, INC. | CAPITAL ONE TAXI MEDALLION FINANCE |
|--|--|
| By: Rulla Hir Name: DANTELLA ITIN Title: V.P. Date: 8,21,12 | By: Name: Salvafore Chieric Title: Date: By: Salvafore Chieric |

173996v1

Amendment No. 1 made this _____ day of November, 2010 to that certain Master Joint Participation Agreement dated August 2, 2010 by and between Tri Global Financial Services, Inc. ("Seller" or "Tri Global") and Capital One Taxi Medallion Finance (a trade name of All Points Capital Corp.) ("COTMF" or "Participant") hereafter, the "Master JPA".

WHEREAS, Seller and Participant are partners to the Master JPA and are desirous of amending the same.

NOW, THEREFORE, in consideration of the mutual promises contained herein, it is agreed as follows:

- 1. <u>Participation Schedule</u>. Exh. "1" to the Master JPA shall be replaced by the Participation Schedule and Variable Rate Addendum annexed hereto as Exh. "1".
- 2. <u>Participation Percentage</u>. The word "Borrower" on line 3, par. 1(i) of the Master JPA is changed to "Seller".
- 3. ACH Payments: The word "debt" on line 2, second full paragraph on page 5 of the Master JPA is changed to "debit".
- 4. Full Force and Effect. Except as specifically modified by the terms of this Amendment No. 1, the Master JPA remains in full force and effect and neither it nor this Amendment No. 1 may be amended or modified except in a writing executed by both Tri Global Financial Services, Inc. and Capital One Taxi Medallion Finance. Capitalized terms shall have the meaning give to them in the Master JPA.

| TRI GLOBAL FINANCIAL SERVICES, INC. | CAPITAL ONE TAXI MEDALLION |
|--|----------------------------|
| By: Sky Him | FINANCE By: |
| Name: DATIELLA ITIN Title: V. P. | Name: Salvatore Chieric |
| Date; 8, 21, 12 | Title: UP Date: 8 2/4/4 |
| | |

EXH. "1"

PARTICIPATION SCHEDULE OF TERMS TO MASTER JOINT PARTICIPATION AGREEMENT ("PARTICIPATION AGREEMENT") DATED AUGUST 2, 2010 BETWEEN TRI GLOBAL FINANCIAL SERVICES, INC. ("Seller") AND CAPITAL ONE TAXI MEDALLION FINANCE

| Name of Loan Borrower: | Name of Guarantor(s): GALINA GARBER SHEWING |
|--|---|
| PINK ZONE CAB CO | CHICAGO ELITE CAB CORP |
| Loan Amount to Borrower: \$ 960,000.00 | Loan Maturity Date: SEP 10 2015 |
| Participant's Investment: \$ 960,000.00 | Participant Percentage: 100 % |
| Loan Interest Rate: 3,75% | Seller Interest Rate: 3.49 % (if fixed rate) check here if variable rate and complete variable rate addendum |
| Monthly Loan Payment: \$ 3,000,00 from Borrower Interest Only: V Yes (No) (check one) if interest only: Minimum Medallion Value \$ | Term of Loan in months: 36 Amortization period if different than Term INTEREST ONLY |
| Monthly Payment due COTMF \$ 2,792.00 | Other Terms: |
| | |

Participant hereby acquires the Participation Percentage referenced above in the Loan to the Borrower, pursuant to the Assignment and Transfer executed together herewith, all according to the economic terms reflected above. The terms of the Participation Agreement are incorporated into this Schedule by reference. Capitalized terms on this Schedule shall have the meaning given to them in the Participation Agreement. In the event of any conflict between the terms of this Schedule and the Master Joint Participation Agreement, then the Master Joint Participation Agreement shall govern. If the Amortization period exceeds the Term of the Loan, then the Loan is due and payable on the Loan Maturity Date.

| TRI GLOBAL FINANCIAL | CAPITAL ONE TAXI MEDALLION FINANCE |
|---|------------------------------------|
| SERVICES, INC. | |
| Q = C C C C C C C C C C C C C C C C C C | |
| By: Xo, We I'm | By: |
| Name: DATIELLA ITIN | Name: |
| Title: VP | Title: |
| Date: 8-30-12 | Date: |
| | |

EXH. "2"

ASSIGNMENT & TRANSFER

We represent, warrant and agree as to the Loan that: A. We have (and COTMF will have) good title thereto and good title to (or a valid, perfected first priority security interest in) the Collateral and good right to sell, lease and transfer the same; B. It is a valid obligation arising out of a bona fide commercial loan to Obligor in the ordinary course of Obligor's business; C. It contains or describes the entire agreement and all instruments and other documents made or given in connection with such Loan; D. No representations, warranties or inducements not contained in the Loan have been made or given; E. It creates a first priority security interest in the Collateral in our favor; F. It and the Collateral are and will be free of any other liens and encumbrances and are and will be free of any claims, defenses, offsets and counterclaims real or claimed; G. All information furnished to COTMF and all statements made and unpaid balances shown in it are and will be true and correct, and the signature thereon, on any assignment and on any loan or guaranty or surety applicable to it are the genuine signatures of the persons having due authority and capacity; H. It is and will be enforceable against all parties thereto in accordance with its terms; I. We have complied, and it complies, with all applicable federal, state and municipal laws, rules or regulations, having the force of law regarding leases, security agreements, loans, subleases and installment paper (including, without limitation, the requirements of the Federal Equal Credit Opportunity Act, Regulation "B" thereunder and any applicable usury laws); J. It and all applicable financing statements have been properly and timely filed and recorded; K. The Collateral is and has been unconditionally accepted by Obligor and is and will be insured in accordance with the terms of the Loan and we have fulfilled and will fulfill our obligations to Obligor with respect thereto; L. We have not received any payments under the Loan unless indicated on Ex. "1". We subordinate to COTMF all liens and/or encumbrances (statutory and/or otherwise) which we may now have or may hereafter acquire and/or assert against the Collateral. COTMF may in our name endorse any notes and/or other related instruments now or hereafter given in connection with the Loan and all checks, drafts and other remittances relating to the Loan. We give express permission to COTMF to release, by operation or law or otherwise, and/or to compromise or adjust any or all rights against, and grant extensions of time of payment to, Obligor or any guarantor, surety or other person obligated on the Loan, and to substitute Borrower's and/or other obligors, without notice to us and without affecting our obligations hereunder. COTMF may, at any time, without prior

notice to us, appropriate and apply to the payment of any of our obligations to COTMF, any and all balances, sums, property, credits, accounts, reserves, collections, checks or other instruments belonging or payable to us and in COTMF's possession, and for such purposes, endorse our name on any such instrument for payment. We hereby waive notice of acceptance hereof, presentment for payment, demand, notice of protest and dishonor, notice of default or non-payment and notices of every kind and nature with respect to the Loan and/or related instruments and guarantees. In the event of any default under the Loan or any other lease, sublease, promissory note or security agreement at any time assigned by us to COTMF, we hereby waive and relinquish unto COTMF any interest that we may have in the Collateral and any monies that COTMF may be holding for our account. Any breach by the undersigned of the aforesaid representations or warranties shall entitle COTMF, in addition to any rights it has under the Master Joint Participation Agreement, to demand of the undersigned payment of the remaining balance due under the Loan.

We indemnify and hold COTMF harmless against any claim, suit, action, proceeding, judgment, loss, liability or expense (including, without limitation, attorneys' fees and costs) arising out of or based upon: (a) our breach of any agreement, representation or warranty contained herein in the Master Joint Participation Agreement or in the Loan; (b) any taxes, assessments or penalties imposed on any of the Collateral or on any payment received by us under the Loan; (c) any loss, damage or injury to property, persons, services or equipment resulting from or in connection with the delivery, installation, ownership, leasing, use, possession, control, operation, maintenance or repair of any of the Collateral; or (d) a failure to fully and timely comply with any and all applicable laws and/or regulations relating to disclosures, the giving of notices, the obtaining of any necessary permits, approvals, licenses, certificates and the like, and/or the making of any required filings and/or recordings, in each case in connection with the Collateral and/or the transaction evidenced by the Loan. This Assignment and Transfer shall be governed by the laws of the State of New York, without regard to principles of conflicts of law or choice of law. We hereby irrevocably (i) consent to the jurisdiction and venue of the state and federal courts sitting in Nassau County, New York, in any action or proceeding arising out of or relating to this Assignment; (ii) agree that service of process in any such action or proceeding may be given to us by mail to our address shown below; and (iii) WAIVE TRIAL BY JURY and the right to interpose any defense, offset or counterclaim of any kind in any such action or proceeding.

IN WITNESS WHEREOF, we have caused this Assignment and Transfer to be executed this 30 day of AUGUST, 2012

TRI GLOBAL FINANCIAL SERVICES, INC.

Variable Rate Addendum

| | This Addendum to that | Participation Schedule of Terms for COTMF Loan |
|-----------|--------------------------|--|
| # | dated | 2010 (the "Schedule") to the Master Joint |
| Particip. | ation Agreement ("Par | ticipation Agreement") dated August 2, 2010 between Tr |
| Global | Financial Services, Inc. | . ("Seller") and Capital One Taxi Medallion Finance |
| ("COT") | MF") is made a part of t | the Schedule and incorporates by reference all the |
| provisio | ons thereof. | • • |

Whereas, the Seller has selected a variable rate of interest as the Seller Interest Rate as detailed below.

Whereas, the Seller has requested the ability to convert the Seller Interest Rate to a fixed rate during the term of the Loan,

Now Therefore, it is agreed as follows:

1. <u>Seller Interest Rate</u>. The Seller Interest Rate due hereunder shall bear interest at an annual rate, for each applicable LIBOR Interest Period, equal to three hundred fifty (350) basis points above LIBOR (as such term is defined herein). The initial LIBOR Interest Period shall commence on the date hereof and end on the 30th day of the next full calendar month after the date hereof.

For purposes hereof, "LIBOR" means, with respect to each Period, the rate for deposits in U.S. Dollars for a period of the Designated Maturity which appears on the Reuters Screen LIBOR01 Page as of 11:00 a.m., London time, on the day that is two London Banking Days preceding that Reset Date. If such rate does not appear on the Reuters Screen LIBOR01 Page, the rate for that Reset Date will be determined as if the parties had specific "USD-LIBOR-Reference Banks" as the applicable Floating Rate Option.

"USD-LIBOR-Reference Banks" means that the rate for a Reset Date will be determined on the basis of the rates at which deposits in U.S. Dollars are offered by the Reference Banks at approximately 11:00 a.m. London time, on the day that is two London Banking Days preceding the Reset Date to prime banks in the London interbank market for a period of the designated maturity commencing on that Reset Date and in a representative amount. COTMF will request the principal London office of each of the Reference Banks to provide a quotation of its rate. If at least two such quotations are provided, the rate for that Reset Date will be the arithmetic mean of the quotations. If fewer than two quotations are provided as requested, the rate for that Reset Date will be the arithmetic mean of the rates quoted by major banks in New York City, selected by COTMF, at approximately 11:00 a.m., New York City time, on that Reset Date for loans in U.S. Dollars to leading European banks for a period of the designated maturity commencing on that Reset Date and in a representative amount.

The Seller Interest Rate for this Note shall be reset every one (1) month during the term hereof at the expiration of each respective LIBOR Interest Period. A new applicable Seller Interest Rate shall be established every one (1) month during the term hereof at the end of the preceding LIBOR Interest Period (the "Reset Date"). On each Reset Date, a new applicable Seller Interest Rate shall be established using the one (1) month LIBOR rate in effect two (2) business days prior to each respective Reset Date. Each change in the applicable Seller Interest Rate at the end of each incremental LIBOR Interest Period during the term hereof shall effect a simultaneous and corresponding change in the interest rate hereunder on each respective Reset Date without notice to the Borrower. The initial applicable Seller Interest Rate will be calculated as Three and one-half (3.5%) percent above the LIBOR rate in effect two (2) business days prior to the date hereof.

Interest shall be payable on the dates and pursuant to the terms otherwise set forth in the Participation Agreement.

- 2. <u>Fixed Rate Conversion</u>. At any time after the six (6) month anniversary of the date of COTMF's payment to Seller for the Participant Investment, Seller shall have the right to convert the Seller Interest Rate from a floating rate to a fixed rate, by delivery a notice of conversion to COTMF at least three (3) Business Days prior to the proposed effective date of conversion. Such notice shall specify the effective date of such conversion (the "Effective Date"). From and after the Effective Date, Seller Interest Rate shall accrue and be payable at a fixed rate equal to three and one-half (3.5%) percent above the two (2) year LIBOR swap rate. Seller shall not have the right to convert the loan back to a floating rate and the Loan Maturity Date shall not change.
- 3. Entire Understanding. Any change in the Seller Interest Rate shall not effect the principal component of the repayment of Participant's investment. Except as set forth in this Addendum, the terms and conditions of the Schedule and the Participation Agreement shall remain in full force and effect and may not be modified except as provided therein.
- 4. <u>Pre-Payment Fee.</u> COTMF's right to collect the Pre-Payment Fee (as defined in the Participation Agreement) is hereby waived provided that Seller does not exercise its option to convert the Seller Interest Rate from a floating rate to a fixed rate.

| By: | IRI GLOBAL FINANCIAL SERVICES, INC. | FINANCE |
|-----|--|---------|
| | Name: DANTELLA ITIN Title: V.P. | Name: |

Amendment No. 1 made this _____ day of November, 2010 to that certain Master Joint Participation Agreement dated August 2, 2010 by and between Tri Global Financial Services, Inc. ("Seller" or "Tri Global") and Capital One Taxi Medallion Finance (a trade name of All Points Capital Corp.) ("COTMF" or "Participant") hereafter, the "Master JPA".

WHEREAS, Seller and Participant are partners to the Master JPA and are desirous of amending the same.

NOW, THEREFORE, in consideration of the mutual promises contained herein, it is agreed as follows:

- 1. <u>Participation Schedule</u>. Exh. "1" to the Master JPA shall be replaced by the Participation Schedule and Variable Rate Addendum annexed hereto as Exh. "1".
- 2. <u>Participation Percentage</u>. The word "Borrower" on line 3, par. 1(i) of the Master JPA is changed to "Seller".
- 3. ACH Payments: The word "debt" on line 2, second full paragraph on page 5 of the Master JPA is changed to "debit".
- 4. <u>Full Force and Effect</u>. Except as specifically modified by the terms of this Amendment No. 1, the Master JPA remains in full force and effect and neither it nor this Amendment No. 1 may be amended or modified except in a writing executed by both Tri Global Financial Services, Inc. and Capital One Taxi Medallion Finance. Capitalized terms shall have the meaning give to them in the Master JPA.

| TRI GLOBAL FINANCIAL SERVICES, | CAPITAL ONE TAXI MEDALLION FINANCE |
|--------------------------------|------------------------------------|
| $\mathcal{R} = 000$ | _ |
| By: Xo culture XX | By: |
| Name: DANIELLA ITIN | Name: |
| ritle: v.P. | Title: |
| Date: 8-30-12 | Date: |
| | |

EXH. "1"

PARTICIPATION SCHEDULE OF TERMS TO MASTER JOINT PARTICIPATION AGREEMENT ("PARTICIPATION AGREEMENT") DATED AUGUST 2, 2010 BETWEEN TRI GLOBAL FINANCIAL SERVICES, INC. ("Seller") AND CAPITAL ONE TAXI MEDALLION FINANCE

| Name of Loan Borrower: | Name of Guarantor(s): GALINA GARBER SHEND |
|--|---|
| PRETTY RACHEL IN CHICAGO INC | CHICAGO ELITE CAB CORP |
| Loan Amount to Borrower: \$ 960,000.00 | Loan Maturity Date: SEP 10 2015 |
| Participant's Investment: \$ 960,000.00 | Participant Percentage: 100 % |
| Loan Interest Rate: 3,75 % | Seller Interest Rate: 3.49 % (if fixed rate) check here if variable rate and complete variable rate addendum |
| Monthly Loan Payment: \$ 3,000.00 from Borrower Interest Only: Ves (No) (check one) if interest only: Minimum Medallion Value \$ | Term of Loan in months: 36 Amortization period if different than Term INTEREST ONLY |
| Monthly Payment due COTMF \$ 2,792.00 | Other Terms: |

Participant hereby acquires the Participation Percentage referenced above in the Loan to the Borrower, pursuant to the Assignment and Transfer executed together herewith, all according to the economic terms reflected above. The terms of the Participation Agreement are incorporated into this Schedule by reference. Capitalized terms on this Schedule shall have the meaning given to them in the Participation Agreement. In the event of any conflict between the terms of this Schedule and the Master Joint Participation Agreement, then the Master Joint Participation Agreement shall govern. If the Amortization period exceeds the Term of the Loan, then the Loan gayable on the Loan Maturity Date.

| TRI GLOBAL FINANCIAL SERVICES, INC. | CAPITAL ONE TAXI MEDALLION FINANCE |
|-------------------------------------|------------------------------------|
| By: DELLA ITIN | By:Name: |
| Title: VP | Title: |
| Date: 8-30-12 | Date: |

EXH. "2"

ASSIGNMENT & TRANSFER

We represent, warrant and agree as to the Loan that: A. We have (and COTMF will have) good title thereto and good title to (or a valid, perfected first priority security interest in) the Collateral and good right to sell, lease and transfer the same; B. It is a valid obligation arising out of a bona fide commercial loan to Obligor in the ordinary course of Obligor's business; C. It contains or describes the entire agreement and all instruments and other documents made or given in connection with such Loan; D. No representations, warranties or inducements not contained in the Loan have been made or given; E. It creates a first priority security interest in the Collateral in our favor; F. It and the Collateral are and will be free of any other liens and encumbrances and are and will be free of any claims, defenses, offsets and counterclaims real or claimed; G. All information furnished to COTMF and all statements made and unpaid balances shown in it are and will be true and correct, and the signature thereon, on any assignment and on any loan or guaranty or surety applicable to it are the genuine signatures of the persons having due authority and capacity; H. It is and will be enforceable against all parties thereto in accordance with its terms; I. We have complied, and it complies, with all applicable federal. state and municipal laws, rules or regulations, having the force of law regarding leases, security agreements, loans, subleases and installment paper (including, without limitation, the requirements of the Federal Equal Credit Opportunity Act, Regulation "B" thereunder and any applicable usury laws); J. It and all applicable financing statements have been properly and timely filed and recorded; K. The Collateral is and has been unconditionally accepted by Obligor and is and will be insured in accordance with the terms of the Loan and we have fulfilled and will fulfill our obligations to Obligor with respect thereto; L. We have not received any payments under the Loan unless indicated on Ex. "1". We subordinate to COTMF all liens and/or encumbrances (statutory and/or otherwise) which we may now have or may hereafter acquire and/or assert against the Collateral. COTMF may in our name endorse any notes and/or other related instruments now or hereafter given in connection with the Loan and all checks, drafts and other remittances relating to the Loan. We give express permission to COTMF to release, by operation or law or otherwise, and/or to compromise or adjust any or all rights against, and grant extensions of time of payment to, Obligor or any guarantor, surety or other person obligated on the Loan, and to substitute Borrower's and/or other obligors, without notice to us and without affecting our obligations hereunder. COTMF may, at any time, without prior

notice to us, appropriate and apply to the payment of any of our obligations to COTMF, any and all balances, sums, property, credits, accounts, reserves, collections, checks or other instruments belonging or payable to us and in COTMF's possession, and for such purposes, endorse our name on any such instrument for payment. We hereby waive notice of acceptance hereof, presentment for payment, demand, notice of protest and dishonor, notice of default or non-payment and notices of every kind and nature with respect to the Loan and/or related instruments and guarantees. In the event of any default under the Loan or any other lease, sublease, promissory note or security agreement at any time assigned by us to COTMF, we hereby waive and relinquish unto COTMF any interest that we may have in the Collateral and any monies that COTMF may be holding for our account. Any breach by the undersigned of the aforesaid representations or warranties shall entitle COTMF, in addition to any rights it has under the Master Joint Participation Agreement, to demand of the undersigned payment of the remaining balance due under the Loan.

We indemnify and hold COTMF harmless against any claim, suit, action, proceeding, judgment, loss, liability or expense (including, without limitation, attorneys' fees and costs) arising out of or based upon: (a) our breach of any agreement, representation or warranty contained herein in the Master Joint Participation Agreement or in the Loan; (b) any taxes, assessments or penalties imposed on any of the Collateral or on any payment received by us under the Loan; (c) any loss, damage or injury to property, persons, services or equipment resulting from or in connection with the delivery, installation, ownership, leasing, use, possession, control, operation, maintenance or repair of any of the Collateral; or (d) a failure to fully and timely comply with any and all applicable laws and/or regulations relating to disclosures, the giving of notices, the obtaining of any necessary permits, approvals, licenses, certificates and the like, and/or the making of any required filings and/or recordings, in each case in connection with the Collateral and/or the transaction evidenced by the Loan. This Assignment and Transfer shall be governed by the laws of the State of New York, without regard to principles of conflicts of law or choice of law. We hereby irrevocably (i) consent to the jurisdiction and venue of the state and federal courts sitting in Nassau County, New York, in any action or proceeding arising out of or relating to this Assignment; (ii) agree that service of process in any such action or proceeding may be given to us by mail to our address shown below; and (iii) WAIVE TRIAL BY JURY and the right to interpose any defense, offset or counterclaim of any kind in any such action or proceeding.

IN WITNESS WHEREOF, we have caused this Assignment and Transfer to be executed this 30 day of AUGUST, 2012

TRI GLOBAL FINANCIAL SERVICES, INC.

(Assignor)

Title: P. Address: 2617 S. V

8-30-12

CHICAGO 14 60616

Variable Rate Addendum

| 7 | his Addendum to tha | t Participation Schedule of Terms for COTMF Loan |
|-----------|------------------------|---|
| # | dated | 2010 (the "Schedule") to the Master Joint |
| Participa | tion Agreement ("Par | ticipation Agreement") dated August 2, 2010 between Tri |
| Global F | inancial Services, Inc | . ("Scller") and Capital One Taxi Medallion Finance |
| ("COTM | F") is made a part of | the Schedule and incorporates by reference all the |
| provision | ns thereof. | • • |

Whereas, the Seller has selected a variable rate of interest as the Seller Interest Rate as detailed below.

Whereas, the Seller has requested the ability to convert the Seller Interest Rate to a fixed rate during the term of the Loan,

Now Therefore, it is agreed as follows:

1. <u>Seller Interest Rate</u>. The Seller Interest Rate due hereunder shall bear interest at an annual rate, for each applicable LIBOR Interest Period, equal to three hundred fifty (350) basis points above LIBOR (as such term is defined herein). The initial LIBOR Interest Period shall commence on the date hereof and end on the 30th day of the next full calendar month after the date hereof.

For purposes hereof, "LIBOR" means, with respect to each Period, the rate for deposits in U.S. Dollars for a period of the Designated Maturity which appears on the Reuters Screen LIBOR01 Page as of 11:00 a.m., London time, on the day that is two London Banking Days preceding that Reset Date. If such rate does not appear on the Reuters Screen LIBOR01 Page, the rate for that Reset Date will be determined as if the parties had specific "USD-LIBOR-Reference Banks" as the applicable Floating Rate Option.

"USD-LIBOR-Reference Banks" means that the rate for a Reset Date will be determined on the basis of the rates at which deposits in U.S. Dollars are offered by the Reference Banks at approximately 11:00 a.m. London time, on the day that is two London Banking Days preceding the Reset Date to prime banks in the London interbank market for a period of the designated maturity commencing on that Reset Date and in a representative amount. COTMF will request the principal London office of each of the Reference Banks to provide a quotation of its rate. If at least two such quotations are provided, the rate for that Reset Date will be the arithmetic mean of the quotations. If fewer than two quotations are provided as requested, the rate for that Reset Date will be the arithmetic mean of the rates quoted by major banks in New York City, selected by COTMF, at approximately 11:00 a.m., New York City time, on that Reset Date for loans in U.S. Dollars to leading European banks for a period of the designated maturity commencing on that Reset Date and in a representative amount.

The Seller Interest Rate for this Note shall be reset every one (1) month during the term hereof at the expiration of each respective LIBOR Interest Period. A new applicable Seller Interest Rate shall be established every one (1) month during the term hereof at the end of the preceding LIBOR Interest Period (the "Reset Date"). On each Reset Date, a new applicable Seller Interest Rate shall be established using the one (1) month LIBOR rate in effect two (2) business days prior to each respective Reset Date. Each change in the applicable Seller Interest Rate at the end of each incremental LIBOR Interest Period during the term hereof shall effect a simultaneous and corresponding change in the interest rate hereunder on each respective Reset Date without notice to the Borrower. The initial applicable Seller Interest Rate will be calculated as Three and one-half (3.5%) percent above the LIBOR rate in effect two (2) business days prior to the date hereof.

Interest shall be payable on the dates and pursuant to the terms otherwise set forth in the Participation Agreement.

- 2. <u>Fixed Rate Conversion</u>. At any time after the six (6) month anniversary of the date of COTMF's payment to Seller for the Participant Investment, Seller shall have the right to convert the Seller Interest Rate from a floating rate to a fixed rate, by delivery a notice of conversion to COTMF at least three (3) Business Days prior to the proposed effective date of conversion. Such notice shall specify the effective date of such conversion (the "Effective Date"). From and after the Effective Date, Seller Interest Rate shall accrue and be payable at a fixed rate equal to three and one-half (3.5%) percent above the two (2) year LIBOR swap rate. Seller shall not have the right to convert the loan back to a floating rate and the Loan Maturity Date shall not change.
- 3. Entire Understanding. Any change in the Seller Interest Rate shall not effect the principal component of the repayment of Participant's investment. Except as set forth in this Addendum, the terms and conditions of the Schedule and the Participation Agreement shall remain in full force and effect and may not be modified except as provided therein.
- 4. <u>Pre-Payment Fee.</u> COTMF's right to collect the Pre-Payment Fee (as defined in the Participation Agreement) is hereby waived provided that Seller does not exercise its option to convert the Seller Interest Rate from a floating rate to a fixed rate.

TRI GLOBAL FINANCIAL SERVICES.

| INC. | FINANCE |
|---------------------|---------|
| By: Royalla Har | By: |
| Name: DANIELLA ITIN | Name: |
| Title: V, P, | Title: |
| Date: 8-30-12 | Date: |
| | |

CAPITAL ONE TAXI MEDALLION

Amendment No. 1 made this _____ day of November, 2010 to that certain Master Joint Participation Agreement dated August 2, 2010 by and between Tri Global Financial Services, Inc. ("Seller" or "Tri Global") and Capital One Taxi Medallion Finance (a trade name of All Points Capital Corp.) ("COTMF" or "Participant") hereafter, the "Master JPA".

WHEREAS, Seller and Participant are partners to the Master JPA and are desirous of amending the same.

NOW, THEREFORE, in consideration of the mutual promises contained herein, it is agreed as follows:

- 1. <u>Participation Schedule</u>. Exh. "1" to the Master JPA shall be replaced by the Participation Schedule and Variable Rate Addendum annexed hereto as Exh. "1".
- 2. <u>Participation Percentage</u>. The word "Borrower" on line 3, par. 1(i) of the Master JPA is changed to "Seller".
- 3. ACH Payments: The word "debt" on line 2, second full paragraph on page 5 of the Master JPA is changed to "debit".
- 4. <u>Full Force and Effect</u>. Except as specifically modified by the terms of this Amendment No. 1, the Master JPA remains in full force and effect and neither it nor this Amendment No. 1 may be amended or modified except in a writing executed by both Tri Global Financial Services, Inc. and Capital One Taxi Medallion Finance. Capitalized terms shall have the meaning give to them in the Master JPA.

| TRI GLOBAL FINANCIAL SERVICES, | CAPITAL ONE TAXI MEDALLION |
|--------------------------------|----------------------------|
| INC. O | FINANCE |
| By: Xy e Mu Itin | Ву: |
| Name: DANIELLA ITIN | Name: |
| Title: V.P. | Title: |
| Date: 8-30-12 | Date: |
| | |

Case: 1:19-cv-01806 Document #: 1-4 Filed: 03/14/19 Page 128 of 175 PageID #:762

EXH. "1"

PARTICIPATION SCHEDULE OF TERMS TO MASTER JOINT PARTICIPATION AGREEMENT ("PARTICIPATION AGREEMENT") DATED AUGUST 2, 2010 BETWEEN TRI GLOBAL FINANCIAL SERVICES, INC. ("Selier") AND CAPITAL ONE TAXI MEDALLION FINANCE

| Name of Loan Borrower: PRINCESS TAXI INC | Name of Guarantor(s): Symon Garber Chicago Elite Cale Corp Loan Maturity Date: September 10, 2012 |
|---|--|
| Loan Amount to Borrower: \$ 960 000.00 | Loan Maturity Date: September 10, 2012 |
| Participant's Investment: \$ 960 000.00 | Participant Percentage: 100% |
| Loan Interest Rate: 3.75% | Seller Interest Rate: 3.49% (if fixed rate) check here if variable rate and complete variable rate addendum |
| Monthly Loan Payment: \$ 3000,00 from Borrower Interest Only: Yes (No) (check one) if interest only: Minimum Medallion Value \$ | Term of Loan in months: 36 Amortization period if different than Term Tuterest Only |
| Monthly Payment due COTMF \$ 2792.00 | Other Terms: |

Participant hereby acquires the Participation Percentage referenced above in the Loan to the Borrower, pursuant to the Assignment and Transfer executed together herewith, all according to the economic terms reflected above. The terms of the Participation Agreement are incorporated into this Schedule by reference. Capitalized terms on this Schedule shall have the meaning given to them in the Participation Agreement. In the event of any conflict between the terms of this Schedule and the Master Joint Participation Agreement, then the Master Joint Participation Agreement shall govern. If the Amortization period exceeds the Term of the Loan, then the Loan is due and payable on the Loan Maturity Date.

| TRI GLOBAL FINANCIAL | CAPITAL OXE TAXI MEDALLION FINANCE |
|-----------------------|------------------------------------|
| SERVICES, INC. | |
| By: Soulle Him | By: All Che |
| Name: DANTELLA ITIN | Name: Salvatore Chierico |
| Title: VP | Title: $V P$ |
| Date: AUGUST 21, 2012 | Date: 8-21-12 |
| • | |

EXH. "2"

ASSIGNMENT & TRANSFER

FOR VALUE RECEIVED, the undersigned hereby irrevocably and unconditionally sells, assigns and transfers to Capital One Taxi Medallion Finance, a trade name for All Points Capital Corp., its successor and assigns (collectively "COTMF"), all of the undersigned's right, title and interest in, to and under (but none of the undersigned's obligations under) the Loan set forth on Exh. "1" hereto between the undersigned lender, and _________ borrower ("Borrower" or "Obligor") together with all the sums payable thereunder and all of our right, title and interest in and to the Collateral described therein (the "Collateral"), all guaranties or surety agreements, and all insurance and collateral of any kind or nature which we have pertaining thereto, and all rights, remedies and powers relating thereto, with good right in COTMF to collect and discharge the same. Capitalized terms used herein shall have the meaning given to them in that certain Master Joint Participation Agreement between COTMF and the undersigned dated _______, 2010.

We represent, warrant and agree as to the Loan that: A. We have (and COTMF will have) good title thereto and good title to (or a valid, perfected first priority security interest in) the Collateral and good right to sell, lease and transfer the same; B. It is a valid obligation arising out of a bona fide commercial loan to Obligor in the ordinary course of Obligor's business; C. It contains or describes the entire agreement and all instruments and other documents made or given in connection with such Loan; D. No representations, warranties or inducements not contained in the Loan have been made or given; E. It creates a first priority security interest in the Collateral in our favor; F. It and the Collateral are and will be free of any other liens and encumbrances and are and will be free of any claims, defenses, offsets and counterclaims real or claimed; G. All information furnished to COTMF and all statements made and unpaid balances shown in it are and will be true and correct, and the signature thereon, on any assignment and on any loan or guaranty or surety applicable to it are the genuine signatures of the persons having due authority and capacity; H. It is and will be enforceable against all parties thereto in accordance with its terms; I. We have complied, and it complies, with all applicable federal, state and municipal laws, rules or regulations, having the force of law regarding leases, security agreements, loans, subleases and installment paper (including, without limitation, the requirements of the Federal Equal Credit Opportunity Act, Regulation "B" thereunder and any applicable usury laws); J. It and all applicable financing statements have been properly and timely filed and recorded; K. The Collateral is and has been unconditionally accepted by Obligor and is and will be insured in accordance with the terms of the Loan and we have fulfilled and will fulfill our obligations to Obligor with respect thereto; L. We have not received any payments under the Loan unless indicated on Ex. "1". We subordinate to COTMF all liens and/or encumbrances (statutory and/or otherwise) which we may now have or may hereafter acquire and/or assert against the Collateral. COTMF may in our name endorse any notes and/or other related instruments now or hereafter given in connection with the Loan and all checks, drafts and other remittances relating to the Loan. We give express permission to COTMF to release, by operation or law or otherwise, and/or to compromise or adjust any or all rights against, and grant extensions of time of payment to, Obligor or any guarantor, surety or other person obligated on the Loan, and to substitute Borrower's and/or other obligors, without notice to us and without affecting our obligations hereunder. COTMF may, at any time, without prior

notice to us, appropriate and apply to the payment of any of our obligations to COTMF, any and all balances, sums, property, credits, accounts, reserves, collections, checks or other instruments belonging or payable to us and in COTMF's possession, and for such purposes, endorse our name on any such instrument for payment. We hereby waive notice of acceptance hereof, presentment for payment, demand, notice of protest and dishonor, notice of default or non-payment and notices of every kind and nature with respect to the Loan and/or related instruments and guarantees. In the event of any default under the Loan or any other lease, sublease, promissory note or security agreement at any time assigned by us to COTMF, we hereby waive and relinquish unto COTMF any interest that we may have in the Collateral and any monies that COTMF may be holding for our account. Any breach by the undersigned of the aforesaid representations or warranties shall entitle COTMF, in addition to any rights it has under the Master Joint Participation Agreement, to demand of the undersigned payment of the remaining balance due under the Loan.

We indemnify and hold COTMF harmless against any claim, suit, action, proceeding, judgment, loss, liability or expense (including, without limitation, attorneys' fees and costs) arising out of or based upon: (a) our breach of any agreement, representation or warranty contained herein in the Master Joint Participation Agreement or in the Loan; (b) any taxes, assessments or penalties imposed on any of the Collateral or on any payment received by us under the Loan; (c) any loss, damage or injury to property, persons, services or equipment resulting from or in connection with the delivery, installation, ownership, leasing, use, possession, control, operation, maintenance or repair of any of the Collateral; or (d) a failure to fully and timely comply with any and all applicable laws and/or regulations relating to disclosures, the giving of notices, the obtaining of any necessary permits, approvals, licenses, certificates and the like, and/or the making of any required filings and/or recordings, in each case in connection with the Collateral and/or the transaction evidenced by the Loan. This Assignment and Transfer shall be governed by the laws of the State of New York, without regard to principles of conflicts of law or choice of law. We hereby irrevocably (i) consent to the jurisdiction and venue of the state and federal courts sitting in Nassau County, New York, in any action or proceeding arising out of or relating to this Assignment; (ii) agree that service of process in any such action or proceeding may be given to us by mail to our address shown below; and (iii) WAIVE TRIAL BY JURY and the right to interpose any defense, offset or counterclaim of any kind in any such action or proceeding.

IN WITNESS WHEREOF, we have caused this Assignment and Transfer to be executed this 21 day of August, 2012.

TRI GLOBAL FINANCIAL SERVICES, INC.

(Assignor)

Variable Rate Addendum

| | This Addendum to that P | Participation Schedule of Terms for COTMF Loan |
|--------|----------------------------|--|
| # | dated | 2010 (the "Schedule") to the Master Joint |
| Partic | ipation Agreement ("Partic | ipation Agreement") dated August 2, 2010 between Tri |
| | | "Seller") and Capital One Taxi Medallion Finance |
| | | e Schedule and incorporates by reference all the |
| | sions thereof. | |

Whereas, the Seller has selected a variable rate of interest as the Seller Interest Rate as detailed below.

Whereas, the Seller has requested the ability to convert the Seller Interest Rate to a fixed rate during the term of the Loan,

Now Therefore, it is agreed as follows:

1. <u>Seller Interest Rate</u>. The Seller Interest Rate due hereunder shall bear interest at an annual rate, for each applicable LIBOR Interest Period, equal to three hundred fifty (350) basis points above LIBOR (as such term is defined herein). The initial LIBOR Interest Period shall commence on the date hereof and end on the 30th day of the next full calendar month after the date hereof.

For purposes hereof, "LIBOR" means, with respect to each Period, the rate for deposits in U.S. Dollars for a period of the Designated Maturity which appears on the Reuters Screen LIBOR01 Page as of 11:00 a.m., London time, on the day that is two London Banking Days preceding that Reset Date. If such rate does not appear on the Reuters Screen LIBOR01 Page, the rate for that Reset Date will be determined as if the parties had specific "USD-LIBOR-Reference Banks" as the applicable Floating Rate Option.

"USD-LIBOR-Reference Banks" means that the rate for a Reset Date will be determined on the basis of the rates at which deposits in U.S. Dollars are offered by the Reference Banks at approximately 11:00 a.m. London time, on the day that is two London Banking Days preceding the Reset Date to prime banks in the London interbank market for a period of the designated maturity commencing on that Reset Date and in a representative amount. COTMF will request the principal London office of each of the Reference Banks to provide a quotation of its rate. If at least two such quotations are provided, the rate for that Reset Date will be the arithmetic mean of the quotations. If fewer than two quotations are provided as requested, the rate for that Reset Date will be the arithmetic mean of the rates quoted by major banks in New York City, selected by COTMF, at approximately 11:00 a.m., New York City time, on that Reset Date for loans in U.S. Dollars to leading European banks for a period of the designated maturity commencing on that Reset Date and in a representative amount.

The Seller Interest Rate for this Note shall be reset every one (1) month during the term hereof at the expiration of each respective LIBOR Interest Period. A new applicable Seller Interest Rate shall be established every one (1) month during the term hereof at the end of the preceding LIBOR Interest Period (the "Reset Date"). On each Reset Date, a new applicable Seller Interest Rate shall be established using the one (1) month LIBOR rate in effect two (2) business days prior to each respective Reset Date. Each change in the applicable Seller Interest Rate at the end of each incremental LIBOR Interest Period during the term hereof shall effect a simultaneous and corresponding change in the interest rate hereunder on each respective Reset Date without notice to the Borrower. The initial applicable Seller Interest Rate will be calculated as Three and one-half (3.5%) percent above the LIBOR rate in effect two (2) business days prior to the date hereof.

Interest shall be payable on the dates and pursuant to the terms otherwise set forth in the Participation Agreement.

- 2. Fixed Rate Conversion. At any time after the six (6) month anniversary of the date of COTMF's payment to Seller for the Participant Investment, Seller shall have the right to convert the Seller Interest Rate from a floating rate to a fixed rate, by delivery a notice of conversion to COTMF at least three (3) Business Days prior to the proposed effective date of conversion. Such notice shall specify the effective date of such conversion (the "Effective Date"). From and after the Effective Date, Seller Interest Rate shall accrue and be payable at a fixed rate equal to three and one-half (3.5%) percent above the two (2) year LIBOR swap rate. Seller shall not have the right to convert the loan back to a floating rate and the Loan Maturity Date shall not change.
- 3. Entire Understanding. Any change in the Seller Interest Rate shall not effect the principal component of the repayment of Participant's investment. Except as set forth in this Addendum, the terms and conditions of the Schedule and the Participation Agreement shall remain in full force and effect and may not be modified except as provided therein.
- 4. <u>Pre-Payment Fee</u>. COTMF's right to collect the Pre-Payment Fee (as defined in the Participation Agreement) is hereby waived provided that Seller does not exercise its option to convert the Seller Interest Rate from a floating rate to a fixed rate.

| TRI GLOBAL FINANCIAL SERVICES, INC. | CAPITAL ONE TAXI MEDALLION FINANCE |
|-------------------------------------|------------------------------------|
| By: Dulla Iti | By: John Champ |
| Name: DANIELLA ITIN | Name: Silvitore Chierica |
| Title: V.P. | Title: VP |
| Date: 8,21,12 | Date: 8'21'/1 |

Amendment No. 1 made this _____ day of November, 2010 to that certain Master Joint Participation Agreement dated August 2, 2010 by and between Tri Global Financial Services, Inc. ("Seller" or "Tri Global") and Capital One Taxi Medallion Finance (a trade name of All Points Capital Corp.) ("COTMF" or "Participant") hereafter, the "Master JPA".

WHEREAS, Seller and Participant are partners to the Master JPA and are desirous of amending the same.

NOW, THEREFORE, in consideration of the mutual promises contained herein, it is agreed as follows:

- 1. <u>Participation Schedule</u>. Exh. "1" to the Master JPA shall be replaced by the Participation Schedule and Variable Rate Addendum annexed hereto as Exh. "1".
- 2. <u>Participation Percentage</u>. The word "Borrower" on line 3, par. 1(i) of the Master JPA is changed to "Seller".
- 3. ACH Payments: The word "debt" on line 2, second full paragraph on page 5 of the Master JPA is changed to "debit".
- 4. <u>Full Force and Effect</u>. Except as specifically modified by the terms of this Amendment No. 1, the Master JPA remains in full force and effect and neither it nor this Amendment No. 1 may be amended or modified except in a writing executed by both Tri Global Financial Services, Inc. and Capital One Taxi Medallion Finance. Capitalized terms shall have the meaning give to them in the Master JPA.

| TRI GLOBAL FINANCIAL SERVICES, INC. | CAPITAL ONE TAXI MEDALLION |
|-------------------------------------|----------------------------|
| By: Rulla Hir | FINANCE By: |
| Name DANIELLA ITIN | Name: Salvitore Chierico |
| Title: V, P, Date: 8, 21, 12 | Title: UP Date: 8-1-1+ |

EXH. "1"

PARTICIPATION SCHEDULE OF TERMS TO MASTER JOINT PARTICIPATION AGREEMENT ("PARTICIPATION AGREEMENT") DATED AUGUST 2, 2010 BETWEEN TRI GLOBAL FINANCIAL SERVICES, INC. ("Seller") AND CAPITAL ONE TAXI MEDALLION FINANCE

| Name of Loan Borrower: RACHEL TAXI INC | Name of Guarantor(s): GALINA GARBER SHEWING CHICAGO ELITE CAB CORP |
|--|---|
| Loan Amount to Borrower: \$ 960,000.00 | Loan Maturity Date: SEP 10 2015 |
| Participant's Investment: \$ 960,000.00 | Participant Percentage: 100 % |
| Loan Interest Rate: 3,75% | Seller Interest Rate: 3.49 % (if fixed rate) check here if variable rate and complete variable rate addendum |
| Monthly Loan Payment: \$ 3,000.00 from Borrower Interest Only: Yes (No) (check one) if interest only: Minimum Medallion Value \$ | Term of Loan in months: 36 Amortization period if different than Term INTEREST ONLY |
| Monthly Payment due COTMF | Other Terms: |
| s 2,792.00 | |

Participant hereby acquires the Participation Percentage referenced above in the Loan to the Borrower, pursuant to the Assignment and Transfer executed together herewith, all according to the economic terms reflected above. The terms of the Participation Agreement are incorporated into this Schedule by reference. Capitalized terms on this Schedule shall have the meaning given to them in the Participation Agreement. In the event of any conflict between the terms of this Schedule and the Master Joint Participation Agreement, then the Master Joint Participation Agreement shall govern. If the Amortization period exceeds the Term of the Loan, then the Loan is due and payable on the Loan Maturity Date.

| TRI GLOBAL FINANCIAL | CAPITAL ONE TAXI MEDALLION FINANCE |
|----------------------|------------------------------------|
| SERVICES, INC. | |
| By: Xispeulla lle | Ву: |
| Vame NIELLA ITIN | Name: |
| Title: VP | Title: |
| Date: 8-30-12 | Date: |
| | |

EXH. "2"

ASSIGNMENT & TRANSFER

We represent, warrant and agree as to the Loan that: A. We have (and COTMF will have) good title thereto and good title to (or a valid, perfected first priority security interest in) the Collateral and good right to sell, lease and transfer the same; B. It is a valid obligation arising out of a bona fide commercial loan to Obligor in the ordinary course of Obligor's business; C. It contains or describes the entire agreement and all instruments and other documents made or given in connection with such Loan; D. No representations, warranties or inducements not contained in the Loan have been made or given; E. It creates a first priority security interest in the Collateral in our favor; F. It and the Collateral are and will be free of any other liens and encumbrances and are and will be free of any claims, defenses, offsets and counterclaims real or claimed; G. All information furnished to COTMF and all statements made and unpaid balances shown in it are and will be true and correct, and the signature thereon, on any assignment and on any loan or guaranty or surety applicable to it are the genuine signatures of the persons having due authority and capacity; H. It is and will be enforceable against all parties thereto in accordance with its terms; I. We have complied, and it complies, with all applicable federal. state and municipal laws, rules or regulations, having the force of law regarding leases, security agreements, loans, subleases and installment paper (including, without limitation, the requirements of the Federal Equal Credit Opportunity Act, Regulation "B" thereunder and any applicable usury laws); J. It and all applicable financing statements have been properly and timely filed and recorded; K. The Collateral is and has been unconditionally accepted by Obligor and is and will be insured in accordance with the terms of the Loan and we have fulfilled and will fulfill our obligations to Obligor with respect thereto; L. We have not received any payments under the Loan unless indicated on Ex. "1". We subordinate to COTMF all liens and/or encumbrances (statutory and/or otherwise) which we may now have or may hereafter acquire and/or assert against the Collateral. COTMF may in our name endorse any notes and/or other related instruments now or hereafter given in connection with the Loan and all checks, drafts and other remittances relating to the Loan. We give express permission to COTMF to release, by operation or law or otherwise, and/or to compromise or adjust any or all rights against, and grant extensions of time of payment to, Obligor or any guarantor, surety or other person obligated on the Loan, and to substitute Borrower's and/or other obligors, without notice to us and without affecting our obligations hereunder. COTMF may, at any time, without prior

notice to us, appropriate and apply to the payment of any of our obligations to COTMF, any and all balances, sums, property, credits, accounts, reserves, collections, checks or other instruments belonging or payable to us and in COTMF's possession, and for such purposes, endorse our name on any such instrument for payment. We hereby waive notice of acceptance hereof, presentment for payment, demand, notice of protest and dishonor, notice of default or non-payment and notices of every kind and nature with respect to the Loan and/or related instruments and guarantees. In the event of any default under the Loan or any other lease, sublease, promissory note or security agreement at any time assigned by us to COTMF, we hereby waive and relinquish unto COTMF any interest that we may have in the Collateral and any monies that COTMF may be holding for our account. Any breach by the undersigned of the aforesaid representations or warranties shall entitle COTMF, in addition to any rights it has under the Master Joint Participation Agreement, to demand of the undersigned payment of the remaining balance due under the Loan.

We indemnify and hold COTMF harmless against any claim, suit, action, proceeding, judgment, loss, liability or expense (including, without limitation, attorneys' fees and costs) arising out of or based upon: (a) our breach of any agreement, representation or warranty contained herein in the Master Joint Participation Agreement or in the Loan; (b) any taxes, assessments or penalties imposed on any of the Collateral or on any payment received by us under the Loan; (c) any loss, damage or injury to property, persons, services or equipment resulting from or in connection with the delivery, installation, ownership, leasing, use, possession, control, operation, maintenance or repair of any of the Collateral; or (d) a failure to fully and timely comply with any and all applicable laws and/or regulations relating to disclosures, the giving of notices, the obtaining of any necessary permits, approvals, licenses. certificates and the like, and/or the making of any required filings and/or recordings, in each case in connection with the Collateral and/or the transaction evidenced by the Loan. This Assignment and Transfer shall be governed by the laws of the State of New York, without regard to principles of conflicts of law or choice of law. We hereby irrevocably (i) consent to the jurisdiction and venue of the state and federal courts sitting in Nassau County, New York, in any action or proceeding arising out of or relating to this Assignment; (ii) agree that service of process in any such action or proceeding may be given to us by mail to our address shown below; and (iii) WAIVE TRIAL BY JURY and the right to interpose any defense, offset or counterclaim of any kind in any such action or proceeding.

IN WITNESS WHEREOF, we have caused this Assignment and Transfer to be executed this 30 day of AUGUST, 2012

TRI GLOBAL FINANCIAL SERVICES, INC.

(Assignor)

Address: 2617 S. W

AVE CHICAGO IL 60616

Variable Rate Addendum

| This Addendum to that Participation Schedule of Terms for COTMF Loan | | |
|--|-------------------------|--|
| # | dated | 2010 (the "Schedule") to the Master Joint |
| Partic | ipation Agreement ("Par | rticipation Agreement") dated August 2, 2010 between Tri |
| | | c. ("Seller") and Capital One Taxi Medallion Finance |
| | | the Schedule and incorporates by reference all the |
| | sions thereof. | * |

Whereas, the Seller has selected a variable rate of interest as the Seller Interest Rate as detailed below.

Whereas, the Seller has requested the ability to convert the Seller Interest Rate to a fixed rate during the term of the Loan,

Now Therefore, it is agreed as follows:

1. <u>Seller Interest Rate</u>. The Seller Interest Rate due hereunder shall bear interest at an annual rate, for each applicable LIBOR Interest Period, equal to three hundred fifty (350) basis points above LIBOR (as such term is defined herein). The initial LIBOR Interest Period shall commence on the date hereof and end on the 30th day of the next full calendar month after the date hereof.

For purposes hereof, "LIBOR" means, with respect to each Period, the rate for deposits in U.S. Dollars for a period of the Designated Maturity which appears on the Reuters Screen LIBOR01 Page as of 11:00 a.m., London time, on the day that is two London Banking Days preceding that Reset Date. If such rate does not appear on the Reuters Screen LIBOR01 Page, the rate for that Reset Date will be determined as if the parties had specific "USD-LIBOR-Reference Banks" as the applicable Floating Rate Option.

"USD-LIBOR-Reference Banks" means that the rate for a Reset Date will be determined on the basis of the rates at which deposits in U.S. Dollars are offered by the Reference Banks at approximately 11:00 a.m. London time, on the day that is two London Banking Days preceding the Reset Date to prime banks in the London interbank market for a period of the designated maturity commencing on that Reset Date and in a representative amount. COTMF will request the principal London office of each of the Reference Banks to provide a quotation of its rate. If at least two such quotations are provided, the rate for that Reset Date will be the arithmetic mean of the quotations. If fewer than two quotations are provided as requested, the rate for that Reset Date will be the arithmetic mean of the rates quoted by major banks in New York City, selected by COTMF, at approximately 11:00 a.m., New York City time, on that Reset Date for loans in U.S. Dollars to leading European banks for a period of the designated maturity commencing on that Reset Date and in a representative amount.

The Seller Interest Rate for this Note shall be reset every one (1) month during the term hereof at the expiration of each respective LIBOR Interest Period. A new applicable Seller Interest Rate shall be established every one (1) month during the term hereof at the end of the preceding LIBOR Interest Period (the "Reset Date"). On each Reset Date, a new applicable Seller Interest Rate shall be established using the one (1) month LIBOR rate in effect two (2) business days prior to each respective Reset Date. Each change in the applicable Seller Interest Rate at the end of each incremental LIBOR Interest Period during the term hereof shall effect a simultaneous and corresponding change in the interest rate hereunder on each respective Reset Date without notice to the Borrower. The initial applicable Seller Interest Rate will be calculated as Three and one-half (3.5%) percent above the LIBOR rate in effect two (2) business days prior to the date hereof.

Interest shall be payable on the dates and pursuant to the terms otherwise set forth in the Participation Agreement.

- 2. <u>Fixed Rate Conversion</u>. At any time after the six (6) month anniversary of the date of COTMF's payment to Seller for the Participant Investment, Seller shall have the right to convert the Seller Interest Rate from a floating rate to a fixed rate, by delivery a notice of conversion to COTMF at least three (3) Business Days prior to the proposed effective date of conversion. Such notice shall specify the effective date of such conversion (the "Effective Date"). From and after the Effective Date, Seller Interest Rate shall accrue and be payable at a fixed rate equal to three and one-half (3.5%) percent above the two (2) year LIBOR swap rate. Seller shall not have the right to convert the loan back to a floating rate and the Loan Maturity Date shall not change.
- 3. Entire Understanding. Any change in the Seller Interest Rate shall not effect the principal component of the repayment of Participant's investment. Except as set forth in this Addendum, the terms and conditions of the Schedule and the Participation Agreement shall remain in full force and effect and may not be modified except as provided therein.
- 4. <u>Pre-Payment Fee.</u> COTMF's right to collect the Pre-Payment Fee (as defined in the Participation Agreement) is hereby waived provided that Seller does not exercise its option to convert the Seller Interest Rate from a floating rate to a fixed rate.

TRI GLOBAL FINANCIAL SERVICES,

| INC. | FINANCE |
|---------------------|---------|
| By: Zoulla lte | Ву: |
| Name: DANIELLA ITIN | Name: |
| Title: V. P. | Title: |
| Date: 8-30-12 | Date: |
| | |

CAPITAL ONE TAXI MEDALLION

Amendment No. 1 made this _____ day of November, 2010 to that certain Master Joint Participation Agreement dated August 2, 2010 by and between Tri Global Financial Services, Inc. ("Seller" or "Tri Global") and Capital One Taxi Medallion Finance (a trade name of All Points Capital Corp.) ("COTMF" or "Participant") hereafter, the "Master JPA".

WHEREAS, Seller and Participant are partners to the Master JPA and are desirous of amending the same.

NOW, THEREFORE, in consideration of the mutual promises contained herein, it is agreed as follows:

- 1. <u>Participation Schedule</u>. Exh. "1" to the Master JPA shall be replaced by the Participation Schedule and Variable Rate Addendum annexed hereto as Exh. "1".
- 2. <u>Participation Percentage</u>. The word "Borrower" on line 3, par. 1(i) of the Master JPA is changed to "Seller".
- 3. <u>ACH Payments</u>: The word "debt" on line 2, second full paragraph on page 5 of the Master JPA is changed to "debit".
- 4. <u>Full Force and Effect</u>. Except as specifically modified by the terms of this Amendment No. 1, the Master JPA remains in full force and effect and neither it nor this Amendment No. 1 may be amended or modified except in a writing executed by both Tri Global Financial Services, Inc. and Capital One Taxi Medallion Finance. Capitalized terms shall have the meaning give to them in the Master JPA.

| TRI GLOBAL FINANCIAL SERVICES, | CAPITAL ONE TAXI MEDALLION |
|---|----------------------------|
| INC. | FINANCE |
| $\mathcal{C}(\mathcal{C}(\mathcal{C}))$ | |
| By: Mulla lle | Ву: |
| Name: DANIELLA ITIN | Name: |
| l'itle: V.P. | Title: |
| Date: 8-30-12 | Date: |
| | |

EXH. "1"

PARTICIPATION SCHEDULE OF TERMS TO MASTER JOINT
PARTICIPATION AGREEMENT ("PARTICIPATION AGREEMENT") DATED
AUGUST 2, 2010 BETWEEN TRI GLOBAL FINANCIAL SERVICES, INC.
("Seller") AND CAPITAL ONE TAXI MEDALLION FINANCE

| Name of Guarantor(s): SYMON GARBER Loan Maturity Date: <u>AUGUST 10,20</u> 15 |
|---|
| Participant Percentage: 100% |
| Seller Interest Rate: 3.49 % (if fixed rate) variable rate addendum |
| Term of Loan in months: 36 Amortization period if different than Term INTEREST ONLY |
| Other Terms: |
| |

Participant hereby acquires the Participation Percentage referenced above in the Loan to the Borrower, pursuant to the Assignment and Transfer executed together herewith, all according to the economic terms reflected above. The terms of the Participation Agreement are incorporated into this Schedule by reference. Capitalized terms on this Schedule shall have the meaning given to them in the Participation Agreement. In the event of any conflict between the terms of this Schedule and the Master Joint Participation Agreement, then the Master Joint Participation Agreement shall govern. If the Amortization period exceeds the Term of the Loan, then the Loan is due and payable on the Loan Maturity Date.

| | and a second sec |
|---|--|
| the Amortization period exceeds the Term of | the Loan, then the |
| Loan is due and payable on the Loan Maturit | y Date. |
| | // |
| TRI GLOBAL FINANCIAL | CAPITAL ONE TAXIMEDALLION FINANCE |
| SERVICES, INC. | |
| $(x \cdot 1)$ | XIII / X |
| By: Yol either the | By: // |
| Name: DANIELLA ITIN | Name: Solustice Chierice |
| Title: VP | Title: UP |
| Date: 7.30.12 | Date: 7-30-/1 |
| | |
| | |

EXH. "2"

ASSIGNMENT & TRANSFER

| | •. • |
|--|------|
| assigns and transfers to Capital One Taxi Medallion Finance, a trade name for All Points Cap | ital |
| Corp., its successor and assigns (collectively "COTMF"), all of the undersigned's right, title a | |
| interest in, to and under (but none of the undersigned's obligations under) the Loan set forth o | n |
| Exh. "1" hereto between the undersigned lender, and borrower ("Borrower" of | or |
| "Obligor") together with all the sums payable thereunder and all of our right, title and interest | in |
| and to the Collateral described therein (the "Collateral"), all guaranties or surety agreements, a | and |
| all insurance and collateral of any kind or nature which we have pertaining thereto, and all rig | hts. |
| remedies and powers relating thereto, with good right in COTMF to collect and discharge the | |
| same. Capitalized terms used herein shall have the meaning given to them in that certain Mas | ster |
| Joint Participation Agreement between COTMF and the undersigned dated, 2010. | , |

We represent, warrant and agree as to the Loan that: A. We have (and COTMF will have) good title thereto and good title to (or a valid, perfected first priority security interest in) the Collateral and good right to sell, lease and transfer the same; B. It is a valid obligation arising out of a bona fide commercial loan to Obligor in the ordinary course of Obligor's business; C. It contains or describes the entire agreement and all instruments and other documents made or given in connection with such Loan; D. No representations, warranties or inducements not contained in the Loan have been made or given; E. It creates a first priority security interest in the Collateral in our favor; F. It and the Collateral are and will be free of any other liens and encumbrances and are and will be free of any claims, defenses, offsets and counterclaims real or claimed; G. All information furnished to COTMF and all statements made and unpaid balances shown in it are and will be true and correct, and the signature thereon, on any assignment and on any loan or guaranty or surety applicable to it are the genuine signatures of the persons having due authority and capacity; H. It is and will be enforceable against all parties thereto in accordance with its terms; I. We have complied, and it complies, with all applicable federal, state and municipal laws, rules or regulations, having the force of law regarding leases, security agreements, loans, subleases and installment paper (including, without limitation, the requirements of the Federal Equal Credit Opportunity Act, Regulation "B" thereunder and any applicable usury laws); J. It and all applicable financing statements have been properly and timely filed and recorded; K. The Collateral is and has been unconditionally accepted by Obligor and is and will be insured in accordance with the terms of the Loan and we have fulfilled and will fulfill our obligations to Obligor with respect thereto; L. We have not received any payments under the Loan unless indicated on Ex. "1". We subordinate to COTMF all liens and/or encumbrances (statutory and/or otherwise) which we may now have or may hereafter acquire and/or assert against the Collateral. COTMF may in our name endorse any notes and/or other related instruments now or hereafter given in connection with the Loan and all checks. drafts and other remittances relating to the Loan. We give express permission to COTMF to release, by operation or law or otherwise, and/or to compromise or adjust any or all rights against, and grant extensions of time of payment to, Obligor or any guarantor, surety or other person obligated on the Loan, and to substitute Borrower's and/or other obligors, without notice to us and without affecting our obligations hereunder. COTMF may, at any time, without prior

notice to us, appropriate and apply to the payment of any of our obligations to COTMF, any and all balances, sums, property, credits, accounts, reserves, collections, checks or other instruments belonging or payable to us and in COTMF's possession, and for such purposes, endorse our name on any such instrument for payment. We hereby waive notice of acceptance hereof, presentment for payment, demand, notice of protest and dishonor, notice of default or non-payment and notices of every kind and nature with respect to the Loan and/or related instruments and guarantees. In the event of any default under the Loan or any other lease, sublease, promissory note or security agreement at any time assigned by us to COTMF, we hereby waive and relinquish unto COTMF any interest that we may have in the Collateral and any monies that COTMF may be holding for our account. Any breach by the undersigned of the aforesaid representations or warranties shall entitle COTMF, in addition to any rights it has under the Master Joint Participation Agreement, to demand of the undersigned payment of the remaining balance due under the Loan.

We indemnify and hold COTMF harmless against any claim, suit, action, proceeding, judgment, loss, liability or expense (including, without limitation, attorneys' fees and costs) arising out of or based upon: (a) our breach of any agreement, representation or warranty contained herein in the Master Joint Participation Agreement or in the Loan; (b) any taxes, assessments or penalties imposed on any of the Collateral or on any payment received by us under the Loan; (c) any loss, damage or injury to property, persons, services or equipment resulting from or in connection with the delivery, installation, ownership, leasing, use, possession, control, operation, maintenance or repair of any of the Collateral; or (d) a failure to fully and timely comply with any and all applicable laws and/or regulations relating to disclosures, the giving of notices, the obtaining of any necessary permits, approvals, licenses, certificates and the like, and/or the making of any required filings and/or recordings, in each case in connection with the Collateral and/or the transaction evidenced by the Loan. This Assignment and Transfer shall be governed by the laws of the State of New York, without regard to principles of conflicts of law or choice of law. We hereby irrevocably (i) consent to the jurisdiction and venue of the state and federal courts sitting in Nassau County, New York, in any action or proceeding arising out of or relating to this Assignment; (ii) agree that service of process in any such action or proceeding may be given to us by mail to our address shown below; and (iii) WAIVE TRIAL BY JURY and the right to interpose any defense, offset or counterclaim of any kind in any such action or proceeding.

IN WITNESS WHEREOF, we have caused this Assignment and Transfer to be executed this 30 day of JULY, 2012.

TRI GLOBAL FINANCIAL SERVICES, INC.

(Assignor)

Address:

Date:

Variable Rate Addendum

This Addendum to that Participation Schedule of Terms for COTMF Loan

#_______ dated _______ 2010 (the "Schedule") to the Master Joint

Participation Agreement ("Participation Agreement") dated August 2, 2010 between Tri

Global Financial Services, Inc. ("Seller") and Capital One Taxi Medallion Finance

("COTMF") is made a part of the Schedule and incorporates by reference all the provisions thereof.

Whereas, the Seller has selected a variable rate of interest as the Seller Interest Rate as detailed below.

Whereas, the Seller has requested the ability to convert the Seller Interest Rate to a fixed rate during the term of the Loan,

Now Therefore, it is agreed as follows:

1. <u>Seller Interest Rate</u>. The Seller Interest Rate due hereunder shall bear interest at an annual rate, for each applicable LIBOR Interest Period, equal to three hundred fifty (350) basis points above LIBOR (as such term is defined herein). The initial LIBOR Interest Period shall commence on the date hereof and end on the 30th day of the next full calendar month after the date hereof.

For purposes hereof, "LIBOR" means, with respect to each Period, the rate for deposits in U.S. Dollars for a period of the Designated Maturity which appears on the Reuters Screen LIBOR01 Page as of 11:00 a.m., London time, on the day that is two London Banking Days preceding that Reset Date. If such rate does not appear on the Reuters Screen LIBOR01 Page, the rate for that Reset Date will be determined as if the parties had specific "USD-LIBOR-Reference Banks" as the applicable Floating Rate Option.

"USD-LIBOR-Reference Banks" means that the rate for a Reset Date will be determined on the basis of the rates at which deposits in U.S. Dollars are offered by the Reference Banks at approximately 11:00 a.m. London time, on the day that is two London Banking Days preceding the Reset Date to prime banks in the London interbank market for a period of the designated maturity commencing on that Reset Date and in a representative amount. COTMF will request the principal London office of each of the Reference Banks to provide a quotation of its rate. If at least two such quotations are provided, the rate for that Reset Date will be the arithmetic mean of the quotations. If fewer than two quotations are provided as requested, the rate for that Reset Date will be the arithmetic mean of the rates quoted by major banks in New York City, selected by COTMF, at approximately 11:00 a.m., New York City time, on that Reset Date for loans in U.S. Dollars to leading European banks for a period of the designated maturity commencing on that Reset Date and in a representative amount.

The Seller Interest Rate for this Note shall be reset every one (1) month during the term hereof at the expiration of each respective LIBOR Interest Period. A new applicable Seller Interest Rate shall be established every one (1) month during the term hereof at the end of the preceding LIBOR Interest Period (the "Reset Date"). On each Reset Date, a new applicable Seller Interest Rate shall be established using the one (1) month LIBOR rate in effect two (2) business days prior to each respective Reset Date. Each change in the applicable Seller Interest Rate at the end of each incremental LIBOR Interest Period during the term hereof shall effect a simultaneous and corresponding change in the interest rate hereunder on each respective Reset Date without notice to the Borrower. The initial applicable Seller Interest Rate will be calculated as Three and one-half (3.5%) percent above the LIBOR rate in effect two (2) business days prior to the date hereof.

Interest shall be payable on the dates and pursuant to the terms otherwise set forth in the Participation Agreement.

- 2. <u>Fixed Rate Conversion</u>. At any time after the six (6) month anniversary of the date of COTMF's payment to Seller for the Participant Investment, Seller shall have the right to convert the Seller Interest Rate from a floating rate to a fixed rate, by delivery a notice of conversion to COTMF at least three (3) Business Days prior to the proposed effective date of conversion. Such notice shall specify the effective date of such conversion (the "Effective Date"). From and after the Effective Date, Seller Interest Rate shall accrue and be payable at a fixed rate equal to three and one-half (3.5%) percent above the two (2) year LIBOR swap rate. Seller shall not have the right to convert the loan back to a floating rate and the Loan Maturity Date shall not change.
- 3. <u>Entire Understanding</u>. Any change in the Seller Interest Rate shall not effect the principal component of the repayment of Participant's investment. Except as set forth in this Addendum, the terms and conditions of the Schedule and the Participation Agreement shall remain in full force and effect and may not be modified except as provided therein.
- 4. <u>Pre-Payment Fee</u>. COTMF's right to collect the Pre-Payment Fee (as defined in the Participation Agreement) is hereby waived provided that Seller does not exercise its option to convert the Seller Interest Rate from a floating rate to a fixed rate.

| TRI GLOBAL FINANCIAL SERVICES, INC. | CAPITAL ONE TAXI MEDALLION FINANCE |
|-------------------------------------|------------------------------------|
| By: Deuller Iti | By: |
| Name: DANIELLA ITIN | Name: Salvatore Chillie |
| Title: VP | Title: |
| Date: 7.30.12 | Date: 7-30-12 |

Amendment No. 1 made this ______ day of November, 2010 to that certain Master Joint Participation Agreement dated August 2, 2010 by and between Tri Global Financial Services, Inc. ("Seller" or "Tri Global") and Capital One Taxi Medallion Finance (a trade name of All Points Capital Corp.) ("COTMF" or "Participant") hereafter, the "Master JPA".

WHEREAS, Seller and Participant are partners to the Master JPA and are desirous of amending the same.

NOW, THEREFORE, in consideration of the mutual promises contained herein, it is agreed as follows:

- 1. <u>Participation Schedule</u>. Exh. "1" to the Master JPA shall be replaced by the Participation Schedule and Variable Rate Addendum annexed hereto as Exh. "1".
- 2. <u>Participation Percentage</u>. The word "Borrower" on line 3, par. 1(i) of the Master JPA is changed to "Seller".
- 3. <u>ACH Payments</u>: The word "debt" on line 2, second full paragraph on page 5 of the Master JPA is changed to "debit".
- 4. <u>Full Force and Effect</u>. Except as specifically modified by the terms of this Amendment No. 1, the Master JPA remains in full force and effect and neither it nor this Amendment No. 1 may be amended or modified except in a writing executed by both Tri Global Financial Services, Inc. and Capital One Taxi Medallion Finance. Capitalized terms shall have the meaning give to them in the Master JPA.

| TRI GLOBAL FINANCIAL SERVICES, CAPITAL ONE/T/AXI MEDALLION | |
|--|--|
| INC. FINANCE | |
| By: Neille Ith By: | |
| Name: DANIELLA ITIN Name: Salvatore Chier, a | |
| Title: VP Title: VP | |
| Date: 7.30.12 Date: 7-30-12 | |

EXH. "1"

PARTICIPATION SCHEDULE OF TERMS TO MASTER JOINT
PARTICIPATION AGREEMENT ("PARTICIPATION AGREEMENT") DATED
AUGUST 2, 2010 BETWEEN TRI GLOBAL FINANCIAL SERVICES, INC.
("Seller") AND CAPITAL ONE TAXI MEDALLION FINANCE

| Name of Loan Borrower: SAMUEL TAXI CORP | Name of Guarantor(s): SYMON GARBER |
|--|---|
| Loan Amount to Borrower: \$ 1440 000 00 | Loan Maturity Date: AUGUST 10, 2015 |
| Participant's Investment: \$ 1440 000.00 | Participant Percentage: 100% |
| Loan Interest Rate: 3.75% | Seller Interest Rate: 3.49 % (if fixed rate) check here if variable rate and complete variable rate addendum |
| Monthly Loan Payment: \$ \(\frac{4500,00}{1500} \) from Borrower Interest Only: \(\frac{1}{2} \) Yes \(\text{(No) (check one)} \) if interest only: Minimum Medallion Value \(\frac{1}{2} \) | Term of Loan in months: 36 Amortization period if different than Term Interest Only |
| Monthly Payment due COTMF \$_4/88.00 | Other Terms: |

Participant hereby acquires the Participation Percentage referenced above in the Loan to the Borrower, pursuant to the Assignment and Transfer executed together herewith, all according to the economic terms reflected above. The terms of the Participation Agreement are incorporated into this Schedule by reference. Capitalized terms on this Schedule shall have the meaning given to them in the Participation Agreement. In the event of any conflict between the terms of this Schedule and the Master Joint Participation Agreement, then the Master Joint Participation Agreement shall govern. If the Amortization period exceeds the Term of the Loan, then the Loan is due and payable on the Loan Maturity Date.

| TRI GLOBAL FINANCIAL SERVICES, INC. | CAPITAL ONE TAXI MEDALLION FINANCE |
|-------------------------------------|------------------------------------|
| By: Ruller Iti | Ву: |
| Name: DINIELLA ITIN | Name: |
| Title: V.P. | Title: |
| Date: 7 30 12 | Date: |

EXH. "2"

ASSIGNMENT & TRANSFER

| FOR VALUE RECEIVED, the undersigned hereby irrevocably and uncon | ditionally sells |
|--|------------------|
| assigns and transfers to Capital One Taxi Medallion Finance, a trade name for All | Points Capital |
| Corp., its successor and assigns (collectively "COTMF"), all of the undersigned's | right, title and |
| interest in, to and under (but none of the undersigned's obligations under) the Loa | n set forth on |
| Exh. "1" hereto between the undersigned lender, andborrower (" | Borrower" or |
| "Obligor") together with all the sums payable thereunder and all of our right, title | and interest in |
| and to the Collateral described therein (the "Collateral"), all guaranties or surety a | greements, and |
| all insurance and collateral of any kind or nature which we have pertaining thereto | |
| remedies and powers relating thereto, with good right in COTMF to collect and di | scharge the |
| same. Capitalized terms used herein shall have the meaning given to them in that | certain Master |
| Joint Participation Agreement between COTMF and the undersigned dated | , 2010. |

We represent, warrant and agree as to the Loan that: A. We have (and COTMF will have) good title thereto and good title to (or a valid, perfected first priority security interest in) the Collateral and good right to sell, lease and transfer the same; B. It is a valid obligation arising out of a bona fide commercial loan to Obligor in the ordinary course of Obligor's business; C. It contains or describes the entire agreement and all instruments and other documents made or given in connection with such Loan; D. No representations, warranties or inducements not contained in the Loan have been made or given; E. It creates a first priority security interest in the Collateral in our favor; F. It and the Collateral are and will be free of any other liens and encumbrances and are and will be free of any claims, defenses, offsets and counterclaims real or claimed; G. All information furnished to COTMF and all statements made and unpaid balances shown in it are and will be true and correct, and the signature thereon, on any assignment and on any loan or guaranty or surety applicable to it are the genuine signatures of the persons having due authority and capacity; H. It is and will be enforceable against all parties thereto in accordance with its terms; I. We have complied, and it complies, with all applicable federal, state and municipal laws, rules or regulations, having the force of law regarding leases, security agreements, loans, subleases and installment paper (including, without limitation, the requirements of the Federal Equal Credit Opportunity Act, Regulation "B" thereunder and any applicable usury laws); J. It and all applicable financing statements have been properly and timely filed and recorded; K. The Collateral is and has been unconditionally accepted by Obligor and is and will be insured in accordance with the terms of the Loan and we have fulfilled and will fulfill our obligations to Obligor with respect thereto; L. We have not received any payments under the Loan unless indicated on Ex. "1". We subordinate to COTMF all liens and/or encumbrances (statutory and/or otherwise) which we may now have or may hereafter acquire and/or assert against the Collateral. COTMF may in our name endorse any notes and/or other related instruments now or hereafter given in connection with the Loan and all checks. drafts and other remittances relating to the Loan. We give express permission to COTMF to release, by operation or law or otherwise, and/or to compromise or adjust any or all rights against, and grant extensions of time of payment to, Obligor or any guarantor, surety or other person obligated on the Loan, and to substitute Borrower's and/or other obligors, without notice to us and without affecting our obligations hereunder. COTMF may, at any time, without prior

notice to us, appropriate and apply to the payment of any of our obligations to COTMF, any and all balances, sums, property, credits, accounts, reserves, collections, checks or other instruments belonging or payable to us and in COTMF's possession, and for such purposes, endorse our name on any such instrument for payment. We hereby waive notice of acceptance hereof, presentment for payment, demand, notice of protest and dishonor, notice of default or non-payment and notices of every kind and nature with respect to the Loan and/or related instruments and guarantees. In the event of any default under the Loan or any other lease, sublease, promissory note or security agreement at any time assigned by us to COTMF, we hereby waive and relinquish unto COTMF any interest that we may have in the Collateral and any monies that COTMF may be holding for our account. Any breach by the undersigned of the aforesaid representations or warranties shall entitle COTMF, in addition to any rights it has under the Master Joint Participation Agreement, to demand of the undersigned payment of the remaining balance due under the Loan.

We indemnify and hold COTMF harmless against any claim, suit, action, proceeding, judgment, loss, liability or expense (including, without limitation, attorneys' fees and costs) arising out of or based upon: (a) our breach of any agreement, representation or warranty contained herein in the Master Joint Participation Agreement or in the Loan; (b) any taxes. assessments or penalties imposed on any of the Collateral or on any payment received by us under the Loan; (c) any loss, damage or injury to property, persons, services or equipment resulting from or in connection with the delivery, installation, ownership, leasing, use, possession, control, operation, maintenance or repair of any of the Collateral; or (d) a failure to fully and timely comply with any and all applicable laws and/or regulations relating to disclosures, the giving of notices, the obtaining of any necessary permits, approvals, licenses, certificates and the like, and/or the making of any required filings and/or recordings, in each case in connection with the Collateral and/or the transaction evidenced by the Loan. This Assignment and Transfer shall be governed by the laws of the State of New York, without regard to principles of conflicts of law or choice of law. We hereby irrevocably (i) consent to the jurisdiction and venue of the state and federal courts sitting in Nassau County, New York, in any action or proceeding arising out of or relating to this Assignment; (ii) agree that service of process in any such action or proceeding may be given to us by mail to our address shown below; and (iii) WAIVE TRIAL BY JURY and the right to interpose any defense, offset or counterclaim of any kind in any such action or proceeding.

IN WITNESS WHEREOF, we have caused this Assignment and Transfer to be executed this 30 day of Juy, 2012.

TRI GLOBAL FINANCIAL SERVICES, INC.

(Assignor)

Address: 2617 S. WABASH AVE CHICAGO

Date: 7. 30.12

IL 60616

Variable Rate Addendum

| | This Addendum to that I | Participation Schedule of Terms for COTMF Loan |
|---------|---------------------------|---|
| # | dated | 2010 (the "Schedule") to the Master Joint |
| Partici | pation Agreement ("Parti- | cipation Agreement") dated August 2, 2010 between Tri |
| | | ("Seller") and Capital One Taxi Medallion Finance |
| | | ie Schedule and incorporates by reference all the |
| | ions thereof. | , |

Whereas, the Seller has selected a variable rate of interest as the Seller Interest Rate as detailed below.

Whereas, the Seller has requested the ability to convert the Seller Interest Rate to a fixed rate during the term of the Loan,

Now Therefore, it is agreed as follows:

1. <u>Seller Interest Rate</u>. The Seller Interest Rate due hereunder shall bear interest at an annual rate, for each applicable LIBOR Interest Period, equal to three hundred fifty (350) basis points above LIBOR (as such term is defined herein). The initial LIBOR Interest Period shall commence on the date hereof and end on the 30th day of the next full calendar month after the date hereof.

For purposes hereof, "LIBOR" means, with respect to each Period, the rate for deposits in U.S. Dollars for a period of the Designated Maturity which appears on the Reuters Screen LIBOR01 Page as of 11:00 a.m., London time, on the day that is two London Banking Days preceding that Reset Date. If such rate does not appear on the Reuters Screen LIBOR01 Page, the rate for that Reset Date will be determined as if the parties had specific "USD-LIBOR-Reference Banks" as the applicable Floating Rate Option.

"USD-LIBOR-Reference Banks" means that the rate for a Reset Date will be determined on the basis of the rates at which deposits in U.S. Dollars are offered by the Reference Banks at approximately 11:00 a.m. London time, on the day that is two London Banking Days preceding the Reset Date to prime banks in the London interbank market for a period of the designated maturity commencing on that Reset Date and in a representative amount. COTMF will request the principal London office of each of the Reference Banks to provide a quotation of its rate. If at least two such quotations are provided, the rate for that Reset Date will be the arithmetic mean of the quotations. If fewer than two quotations are provided as requested, the rate for that Reset Date will be the arithmetic mean of the rates quoted by major banks in New York City, selected by COTMF, at approximately 11:00 a.m., New York City time, on that Reset Date for loans in U.S. Dollars to leading European banks for a period of the designated maturity commencing on that Reset Date and in a representative amount.

The Seller Interest Rate for this Note shall be reset every one (1) month during the term hereof at the expiration of each respective LIBOR Interest Period. A new applicable Seller Interest Rate shall be established every one (1) month during the term hereof at the end of the preceding LIBOR Interest Period (the "Reset Date"). On each Reset Date, a new applicable Seller Interest Rate shall be established using the one (1) month LIBOR rate in effect two (2) business days prior to each respective Reset Date. Each change in the applicable Seller Interest Rate at the end of each incremental LIBOR Interest Period during the term hereof shall effect a simultaneous and corresponding change in the interest rate hereunder on each respective Reset Date without notice to the Borrower. The initial applicable Seller Interest Rate will be calculated as Three and one-half (3.5%) percent above the LIBOR rate in effect two (2) business days prior to the date hereof.

Interest shall be payable on the dates and pursuant to the terms otherwise set forth in the Participation Agreement.

- 2. Fixed Rate Conversion. At any time after the six (6) month anniversary of the date of COTMF's payment to Seller for the Participant Investment, Seller shall have the right to convert the Seller Interest Rate from a floating rate to a fixed rate, by delivery a notice of conversion to COTMF at least three (3) Business Days prior to the proposed effective date of conversion. Such notice shall specify the effective date of such conversion (the "Effective Date"). From and after the Effective Date, Seller Interest Rate shall accrue and be payable at a fixed rate equal to three and one-half (3.5%) percent above the two (2) year LIBOR swap rate. Seller shall not have the right to convert the loan back to a floating rate and the Loan Maturity Date shall not change.
- 3. Entire Understanding. Any change in the Seller Interest Rate shall not effect the principal component of the repayment of Participant's investment. Except as set forth in this Addendum, the terms and conditions of the Schedule and the Participation Agreement shall remain in full force and effect and may not be modified except as provided therein.
- 4. <u>Pre-Payment Fee</u>. COTMF's right to collect the Pre-Payment Fee (as defined in the Participation Agreement) is hereby waived provided that Seller does not exercise its option to convert the Seller Interest Rate from a floating rate to a fixed rate.

TRI GLOBAL FINANCIAL SERVICES.

| INC. | FINANCE |
|--------------------|---------|
| By: Reella Iti | Ву: |
| Name DANIELLA ITIN | Name: |
| Title: VP | Title: |
| Date: 7.30,12 | Date: |
| | |

CAPITAL ONE TAXI MEDALLION

Amendment No. 1 made this _____ day of November, 2010 to that certain Master Joint Participation Agreement dated August 2, 2010 by and between Tri Global Financial Services, Inc. ("Seller" or "Tri Global") and Capital One Taxi Medallion Finance (a trade name of All Points Capital Corp.) ("COTMF" or "Participant") hereafter, the "Master JPA".

WHEREAS, Seller and Participant are partners to the Master JPA and are desirous of amending the same.

NOW, THEREFORE, in consideration of the mutual promises contained herein, it is agreed as follows:

- 1. <u>Participation Schedule</u>. Exh. "1" to the Master JPA shall be replaced by the Participation Schedule and Variable Rate Addendum annexed hereto as Exh. "1".
- 2. <u>Participation Percentage</u>. The word "Borrower" on line 3, par. 1(i) of the Master JPA is changed to "Seller".
- 3. <u>ACH Payments</u>: The word "debt" on line 2, second full paragraph on page 5 of the Master JPA is changed to "debit".
- 4. Full Force and Effect. Except as specifically modified by the terms of this Amendment No. 1, the Master JPA remains in full force and effect and neither it nor this Amendment No. 1 may be amended or modified except in a writing executed by both Tri Global Financial Services, Inc. and Capital One Taxi Medallion Finance. Capitalized terms shall have the meaning give to them in the Master JPA.

| TRI GLOBAL FINANCIAL SERVICES, | CAPITAL ONE TAXI MEDALLION |
|--------------------------------|----------------------------|
| INC. | FINANCE |
| () $()$ $()$ | |
| By: Muller Iller | By: |
| Name: DANTEUA ITIN | Name: |
| Title: VP | Title: |
| Date: 7,30.12 | Date: |
| | |

EXH. "1"

PARTICIPATION SCHEDULE OF TERMS TO MASTER JOINT PARTICIPATION AGREEMENT ("PARTICIPATION AGREEMENT") DATED AUGUST 2, 2010 BETWEEN TRI GLOBAL FINANCIAL SERVICES, INC. ("Seller") AND CAPITAL ONE TAXI MEDALLION FINANCE

| paranton(s). Sympa Gorlan |
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| |
| Elite Cala Coma |
| cire care corp |
| varantor(s): Symon Garber Elite Cab Corp ity Date: September 10,2012 |
| |
| Percentage: 100% |
| |
| st Rate: 3,49% (if fixed rate) |
| ere if variable rate and complete |
| • |
| rate addendum |
| |
| n in months: 36 |
| n period if different than Term |
| |
| st Only |
| |
| |
| S: |
| |
| |
| |
| |
| |

Participant hereby acquires the Participation Percentage referenced above in the Loan to the Borrower, pursuant to the Assignment and Transfer executed together herewith, all according to the economic terms reflected above. The terms of the Participation Agreement are incorporated into this Schedule by reference. Capitalized terms on this Schedule shall have the meaning given to them in the Participation Agreement. In the event of any conflict between the terms of this Schedule and the Master Joint Participation Agreement, then the Master Joint Participation Agreement shall govern. If the Amortization period exceeds the Term of the Loan, then the Loan is due and payable on the Loan Maturity Date.

| TRI GLOBAL FINANCIAL | CAPITAL ONE PAXI MEDALLION FINANCE |
|------------------------------|------------------------------------|
| By: Deville Iti | By: |
| Name DANIELLA ITIN Title: VP | Name: Sulvitore Chierico |
| Date: <u>AUGUST 21, 2012</u> | Title: 07 Date: 8-d/-/4 |

EXH. "2"

ASSIGNMENT & TRANSFER

| FOR VALUE RECEIVED, the undersigned hereby irrevocab | ly and unconditionally sells. |
|---|---------------------------------|
| assigns and transfers to Capital One Taxi Medallion Finance, a trade | name for All Points Capital |
| Corp., its successor and assigns (collectively "COTMF"), all of the u | indersigned's right, title and |
| interest in, to and under (but none of the undersigned's obligations un | |
| Exh. "1" hereto between the undersigned lender, and | borrower ("Borrower" or |
| "Obligor") together with all the sums payable thereunder and all of o | ur right, title and interest in |
| and to the Collateral described therein (the "Collateral"), all guarantic | es or surety agreements, and |
| all insurance and collateral of any kind or nature which we have perta | aining thereto, and all rights. |
| remedies and powers relating thereto, with good right in COTMF to o | collect and discharge the |
| same. Capitalized terms used herein shall have the meaning given to | them in that certain Master |
| Joint Participation Agreement between COTMF and the undersigned | dated , 2010. |
| | |

We represent, warrant and agree as to the Loan that: A. We have (and COTMF will have) good title thereto and good title to (or a valid, perfected first priority security interest in) the Collateral and good right to sell, lease and transfer the same; B. It is a valid obligation arising out of a bona fide commercial loan to Obligor in the ordinary course of Obligor's business; C. It contains or describes the entire agreement and all instruments and other documents made or given in connection with such Loan; D. No representations, warranties or inducements not contained in the Loan have been made or given; E. It creates a first priority security interest in the Collateral in our favor; F. It and the Collateral are and will be free of any other liens and encumbrances and are and will be free of any claims, defenses, offsets and counterclaims real or claimed; G. All information furnished to COTMF and all statements made and unpaid balances shown in it are and will be true and correct, and the signature thereon, on any assignment and on any loan or guaranty or surety applicable to it are the genuine signatures of the persons having due authority and capacity; H. It is and will be enforceable against all parties thereto in accordance with its terms; I. We have complied, and it complies, with all applicable federal, state and inunicipal laws, rules or regulations, having the force of law regarding leases, security agreements, loans, subleases and installment paper (including, without limitation, the requirements of the Federal Equal Credit Opportunity Act, Regulation "B" thereunder and any applicable usury laws); J. It and all applicable financing statements have been properly and timely filed and recorded; K. The Collateral is and has been unconditionally accepted by Obligor and is and will be insured in accordance with the terms of the Loan and we have fulfilled and will fulfill our obligations to Obligor with respect thereto; L. We have not received any payments under the Loan unless indicated on Ex. "1". We subordinate to COTMF all liens and/or encumbrances (statutory and/or otherwise) which we may now have or may hereafter acquire and/or assert against the Collateral. COTMF may in our name endorse any notes and/or other related instruments now or hereafter given in connection with the Loan and all checks. drafts and other remittances relating to the Loan. We give express permission to COTMF to release, by operation or law or otherwise, and/or to compromise or adjust any or all rights against, and grant extensions of time of payment to, Obligor or any guarantor, surety or other person obligated on the Loan, and to substitute Borrower's and/or other obligors, without notice to us and without affecting our obligations hereunder. COTMF may, at any time, without prior

notice to us, appropriate and apply to the payment of any of our obligations to COTMF, any and all balances, sums, property, credits, accounts, reserves, collections, checks or other instruments belonging or payable to us and in COTMF's possession, and for such purposes, endorse our name on any such instrument for payment. We hereby waive notice of acceptance hereof, presentment for payment, demand, notice of protest and dishonor, notice of default or non-payment and notices of every kind and nature with respect to the Loan and/or related instruments and guarantees. In the event of any default under the Loan or any other lease, sublease, promissory note or security agreement at any time assigned by us to COTMF, we hereby waive and relinquish unto COTMF any interest that we may have in the Collateral and any monies that COTMF may be holding for our account. Any breach by the undersigned of the aforesaid representations or warranties shall entitle COTMF, in addition to any rights it has under the Master Joint Participation Agreement, to demand of the undersigned payment of the remaining balance due under the Loan.

We indemnify and hold COTMF harmless against any claim, suit, action, proceeding, judgment, loss, liability or expense (including, without limitation, attorneys' fees and costs) arising out of or based upon: (a) our breach of any agreement, representation or warranty contained herein in the Master Joint Participation Agreement or in the Loan; (b) any taxes, assessments or penalties imposed on any of the Collateral or on any payment received by us under the Loan; (c) any loss, damage or injury to property, persons, services or equipment resulting from or in connection with the delivery, installation, ownership, leasing, use, possession, control, operation, maintenance or repair of any of the Collateral; or (d) a failure to fully and timely comply with any and all applicable laws and/or regulations relating to disclosures, the giving of notices, the obtaining of any necessary permits, approvals, licenses, certificates and the like, and/or the making of any required filings and/or recordings, in each case in connection with the Collateral and/or the transaction evidenced by the Loan. This Assignment and Transfer shall be governed by the laws of the State of New York, without regard to principles of conflicts of law or choice of law. We hereby irrevocably (i) consent to the jurisdiction and venue of the state and federal courts sitting in Nassau County, New York, in any action or proceeding arising out of or relating to this Assignment; (ii) agree that service of process in any such action or proceeding may be given to us by mail to our address shown below; and (iii) WAIVE TRIAL BY JURY and the right to interpose any defense, offset or counterclaim of any kind in any such action or proceeding.

IN WITNESS WHEREOF, we have caused this Assignment and Transfer to be executed this 21 day of $\frac{1}{21}$.

TRI GLOBAL FINANCIAL SERVICES, INC.

Address:

8 21 12

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60616

Variable Rate Addendum

| | This Addendum to that I | Participation Schedule of Terms for COTMF Loan |
|--------|-----------------------------|--|
| # | dated | 2010 (the "Schedule") to the Master Joint |
| Partic | ipation Agreement ("Parti | cipation Agreement") dated August 2, 2010 between Tr |
| Globa | Il Financial Services, Inc. | ("Seller") and Capital One Taxi Medallion Finance |
| | | ne Schedule and incorporates by reference all the |
| provis | sions thereof. | • |

Whereas, the Seller has selected a variable rate of interest as the Seller Interest Rate as detailed below.

Whereas, the Seller has requested the ability to convert the Seller Interest Rate to a fixed rate during the term of the Loan,

Now Therefore, it is agreed as follows:

1. <u>Sciler Interest Rate</u>. The Sciler Interest Rate due hereunder shall bear interest at an annual rate, for each applicable LIBOR Interest Period, equal to three hundred fifty (350) basis points above LIBOR (as such term is defined herein). The initial LIBOR Interest Period shall commence on the date hereof and end on the 30th day of the next full calendar month after the date hereof.

For purposes hercof, "LIBOR" means, with respect to each Period, the rate for deposits in U.S. Dollars for a period of the Designated Maturity which appears on the Reuters Screen LIBOR01 Page as of 11:00 a.m., London time, on the day that is two London Banking Days preceding that Reset Date. If such rate does not appear on the Reuters Screen LIBOR01 Page, the rate for that Reset Date will be determined as if the parties had specific "USD-LIBOR-Reference Banks" as the applicable Floating Rate Option.

"USD-LIBOR-Reference Banks" means that the rate for a Reset Date will be determined on the basis of the rates at which deposits in U.S. Dollars are offered by the Reference Banks at approximately 11:00 a.m. London time, on the day that is two London Banking Days preceding the Reset Date to prime banks in the London interbank market for a period of the designated maturity commencing on that Reset Date and in a representative amount. COTMF will request the principal London office of each of the Reference Banks to provide a quotation of its rate. If at least two such quotations are provided, the rate for that Reset Date will be the arithmetic mean of the quotations. If fewer than two quotations are provided as requested, the rate for that Reset Date will be the arithmetic mean of the rates quoted by major banks in New York City, selected by COTMF, at approximately 11:00 a.m., New York City time, on that Reset Date for loans in U.S. Dollars to leading European banks for a period of the designated maturity commencing on that Reset Date and in a representative amount.

The Seller Interest Rate for this Note shall be reset every one (1) month during the term hereof at the expiration of each respective LIBOR Interest Period. A new applicable Seller Interest Rate shall be established every one (1) month during the term hereof at the end of the preceding LIBOR Interest Period (the "Reset Date"). On each Reset Date, a new applicable Seller Interest Rate shall be established using the one (1) month LIBOR rate in effect two (2) business days prior to each respective Reset Date. Each change in the applicable Seller Interest Rate at the end of each incremental LIBOR Interest Period during the term hereof shall effect a simultaneous and corresponding change in the interest rate hereunder on each respective Reset Date without notice to the Borrower. The initial applicable Seller Interest Rate will be calculated as Three and one-half (3.5%) percent above the LIBOR rate in effect two (2) business days prior to the date hereof.

Interest shall be payable on the dates and pursuant to the terms otherwise set forth in the Participation Agreement.

- 2. <u>Fixed Rate Conversion</u>. At any time after the six (6) month anniversary of the date of COTMF's payment to Seller for the Participant Investment, Seller shall have the right to convert the Seller Interest Rate from a floating rate to a fixed rate, by delivery a notice of conversion to COTMF at least three (3) Business Days prior to the proposed effective date of conversion. Such notice shall specify the effective date of such conversion (the "Effective Date"). From and after the Effective Date, Seller Interest Rate shall accrue and be payable at a fixed rate equal to three and one-half (3.5%) percent above the two (2) year LIBOR swap rate. Seller shall not have the right to convert the loan back to a floating rate and the Loan Maturity Date shall not change.
- 3. Entire Understanding. Any change in the Seller Interest Rate shall not effect the principal component of the repayment of Participant's investment. Except as set forth in this Addendum, the terms and conditions of the Schedule and the Participation Agreement shall remain in full force and effect and may not be modified except as provided therein.
- 4. <u>Pre-Payment Fee.</u> COTMF's right to collect the Pre-Payment Fee (as defined in the Participation Agreement) is hereby waived provided that Seller does not exercise its option to convert the Seller Interest Rate from a floating rate to a fixed rate.

| TRI GLOBAL FINANCIAL SERVICES, INC. | CAPITAL ONE TAXI MEDALLION FINANCE |
|-------------------------------------|------------------------------------|
| By: Seula Iti | Ву: |
| Name DANIELLA ITIN | Name: 24/04/ore Chierico |
| Title: V.P. | Title: |
| Date: 8,21,12 | Date: 8.21-12 |
| | |

Amendment No. 1 made this _____ day of November, 2010 to that certain Master Joint Participation Agreement dated August 2, 2010 by and between Tri Global Financial Services, Inc. ("Seller" or "Tri Global") and Capital One Taxi Medallion Finance (a trade name of All Points Capital Corp.) ("COTMF" or "Participant") hereafter, the "Master JPA".

WHEREAS, Seller and Participant are partners to the Master JPA and are desirous of amending the same.

NOW, THEREFORE, in consideration of the mutual promises contained herein, it is agreed as follows:

- 1. <u>Participation Schedule</u>. Exh. "1" to the Master JPA shall be replaced by the Participation Schedule and Variable Rate Addendum annexed hereto as Exh. "1".
- 2. <u>Participation Percentage</u>. The word "Borrower" on line 3, par. 1(i) of the Master JPA is changed to "Seller".
- 3. ACH Payments: The word "debt" on line 2, second full paragraph on page 5 of the Master JPA is changed to "debit".
- 4. Full Force and Effect. Except as specifically modified by the terms of this Amendment No. 1, the Master JPA remains in full force and effect and neither it nor this Amendment No. 1 may be amended or modified except in a writing executed by both Tri Global Financial Services, Inc. and Capital One Taxi Medallion Finance. Capitalized terms shall have the meaning give to them in the Master JPA.

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|--|---|
| terms shall have the meaning give to them in the | e Master JPA. |
| TRI GLOBAL FINANCIAL SERVICES, INC. By: | CAPITAL ONE TAXI MEDALLION FINANCE By: |
| Name: DANTEUA ITIN Title: V.P. | Name: X/V4Tore (hierico |
| Date: 8, 21, 12 | Date: 8.2/./2 |

EXH. "1"

PARTICIPATION SCHEDULE OF TERMS TO MASTER JOINT PARTICIPATION AGREEMENT ("PARTICIPATION AGREEMENT") DATED AUGUST 2, 2010 BETWEEN TRI GLOBAL FINANCIAL SERVICES, INC. ("Seller") AND CAPITAL ONE TAXI MEDALLION FINANCE

| Name of Loan Borrower: | Name of Guarantor(s): |
|---|--|
| SIRO INC | SYMON GARBER |
| | |
| Loan Amount to Borrower: \$ 2880 000,00 | Loan Maturity Date: AUCUST 10, 2015 |
| | |
| Participant's Investment: \$ 2880 000.00 | Participant Percentage: 100% |
| | |
| Loan Interest Rate: 3.75% | Seller Interest Rate: 3.49 % (if fixed rate) |
| *************************************** | check here if variable rate and complete |
| | |
| | variable rate addendum |
| | |
| Monthly Loan Payment: \$ 9000,00 from | Term of Loan in months: 36 |
| Barrayer | Amortization period if different than Term |
| Interest Only: Yes (No) (check one) | |
| | Interest only |
| if interest only: Minimum Medallion Value | , |
| \$ | |
| Monthly Payment due COTMF | Other Terms: |
| 271 | |
| \$ 8,376.00 | |
| | |
| | |

Participant hereby acquires the Participation Percentage referenced above in the Loan to the Borrower, pursuant to the Assignment and Transfer executed together herewith, all according to the economic terms reflected above. The terms of the Participation Agreement are incorporated into this Schedule by reference. Capitalized terms on this Schedule shall have the meaning given to them in the Participation Agreement. In the event of any conflict between the terms of this Schedule and the Master Joint Participation Agreement, then the Master Joint Participation Agreement shall govern. If the Amortization period exceeds the Term of the Loan, then the Loan is due and payable on the Loan Maturity Date.

| TRI GLOBAL FINANCIAL | CAPITAL ONE TAXI MEDALLION FINANCE |
|----------------------|------------------------------------|
| SERVICES, INC. | |
| Ran III | |
| By: NULLON | By: |
| Name: DANIELLA ITIN | Name: |
| Title: V.P. | Title: |
| Date: 7 30 12 | Date: |
| | |

EXH. "2"

ASSIGNMENT & TRANSFER

We represent, warrant and agree as to the Loan that: A. We have (and COTMF will have) good title thereto and good title to (or a valid, perfected first priority security interest in) the Collateral and good right to sell, lease and transfer the same; B. It is a valid obligation arising out of a bona fide commercial loan to Obligor in the ordinary course of Obligor's business; C. It contains or describes the entire agreement and all instruments and other documents made or given in connection with such Loan; D. No representations, warranties or inducements not contained in the Loan have been made or given; E. It creates a first priority security interest in the Collateral in our favor; F. It and the Collateral are and will be free of any other liens and encumbrances and are and will be free of any claims, defenses, offsets and counterclaims real or claimed; G. All information furnished to COTMF and all statements made and unpaid balances shown in it are and will be true and correct, and the signature thereon, on any assignment and on any loan or guaranty or surety applicable to it are the genuine signatures of the persons having due authority and capacity; H. It is and will be enforceable against all parties thereto in accordance with its terms; I. We have complied, and it complies, with all applicable federal, state and municipal laws, rules or regulations, having the force of law regarding leases, security agreements, loans, subleases and installment paper (including, without limitation, the requirements of the Federal Equal Credit Opportunity Act, Regulation "B" thereunder and any applicable usury laws); J. It and all applicable financing statements have been properly and timely filed and recorded; K. The Collateral is and has been unconditionally accepted by Obligor and is and will be insured in accordance with the terms of the Loan and we have fulfilled and will fulfill our obligations to Obligor with respect thereto; L. We have not received any payments under the Loan unless indicated on Ex. "1". We subordinate to COTMF all liens and/or encumbrances (statutory and/or otherwise) which we may now have or may hereafter acquire and/or assert against the Collateral. COTMF may in our name endorse any notes and/or other related instruments now or hereafter given in connection with the Loan and all checks, drafts and other remittances relating to the Loan. We give express permission to COTMF to release, by operation or law or otherwise, and/or to compromise or adjust any or all rights against, and grant extensions of time of payment to, Obligor or any guarantor, surety or other person obligated on the Loan, and to substitute Borrower's and/or other obligors, without notice to us and without affecting our obligations hereunder. COTMF may, at any time, without prior

notice to us, appropriate and apply to the payment of any of our obligations to COTMF, any and all balances, sums, property, credits, accounts, reserves, collections, checks or other instruments belonging or payable to us and in COTMF's possession, and for such purposes, endorse our name on any such instrument for payment. We hereby waive notice of acceptance hereof, presentment for payment, demand, notice of protest and dishonor, notice of default or non-payment and notices of every kind and nature with respect to the Loan and/or related instruments and guarantees. In the event of any default under the Loan or any other lease, sublease, promissory note or security agreement at any time assigned by us to COTMF, we hereby waive and relinquish unto COTMF any interest that we may have in the Collateral and any monies that COTMF may be holding for our account. Any breach by the undersigned of the aforesaid representations or warranties shall entitle COTMF, in addition to any rights it has under the Master Joint Participation Agreement, to demand of the undersigned payment of the remaining balance due under the Loan.

We indemnify and hold COTMF harmless against any claim, suit, action, proceeding, judgment, loss, liability or expense (including, without limitation, attorneys' fees and costs) arising out of or based upon: (a) our breach of any agreement, representation or warranty contained herein in the Master Joint Participation Agreement or in the Loan; (b) any taxes, assessments or penalties imposed on any of the Collateral or on any payment received by us under the Loan; (c) any loss, damage or injury to property, persons, services or equipment resulting from or in connection with the delivery, installation, ownership, leasing, use, possession, control, operation, maintenance or repair of any of the Collateral; or (d) a failure to fully and timely comply with any and all applicable laws and/or regulations relating to disclosures, the giving of notices, the obtaining of any necessary permits, approvals, licenses, certificates and the like, and/or the making of any required filings and/or recordings, in each case in connection with the Collateral and/or the transaction evidenced by the Loan. This Assignment and Transfer shall be governed by the laws of the State of New York, without regard to principles of conflicts of law or choice of law. We hereby irrevocably (i) consent to the jurisdiction and venue of the state and federal courts sitting in Nassau County, New York, in any action or proceeding arising out of or relating to this Assignment; (ii) agree that service of process in any such action or proceeding may be given to us by mail to our address shown below; and (iii) WAIVE TRIAL BY JURY and the right to interpose any defense, offset or counterclaim of any kind in any such action or proceeding.

IN WITNESS WHEREOF, we have caused this Assignment and Transfer to be executed this 30 day of <u>tuy</u>, <u>2012</u>.

TRI GLOBAL FINANCIAL SERVICES, INC.

(Assignor)

ddress: 2617 S. WAR

HAVE CHICAGO

Deter

7.30.12

EL 60616

Variable Rate Addendum

| | This Addendum to that | Participation Schedule of Terms for COTMF Loan |
|--------|-----------------------------|---|
| # | dated | 2010 (the "Schedule") to the Master Joint |
| Partic | ipation Agreement ("Par | ticipation Agreement") dated August 2, 2010 between Tri |
| Globa | al Financial Services, Inc. | . ("Seller") and Capital One Taxi Medallion Finance |
| ("CO | TMF") is made a part of | the Schedule and incorporates by reference all the |
| | sions thereof. | |

Whereas, the Seller has selected a variable rate of interest as the Seller Interest Rate as detailed below.

Whereas, the Seller has requested the ability to convert the Seller Interest Rate to a fixed rate during the term of the Loan,

Now Therefore, it is agreed as follows:

1. <u>Seller Interest Rate</u>. The Seller Interest Rate due hereunder shall bear interest at an annual rate, for each applicable LIBOR Interest Period, equal to three hundred fifty (350) basis points above LIBOR (as such term is defined herein). The initial LIBOR Interest Period shall commence on the date hereof and end on the 30th day of the next full calendar month after the date hereof.

For purposes hereof, "LIBOR" means, with respect to each Period, the rate for deposits in U.S. Dollars for a period of the Designated Maturity which appears on the Reuters Screen LIBOR01 Page as of 11:00 a.m., London time, on the day that is two London Banking Days preceding that Reset Date. If such rate does not appear on the Reuters Screen LIBOR01 Page, the rate for that Reset Date will be determined as if the parties had specific "USD-LIBOR-Reference Banks" as the applicable Floating Rate Option.

"USD-LIBOR-Reference Banks" means that the rate for a Reset Date will be determined on the basis of the rates at which deposits in U.S. Dollars are offered by the Reference Banks at approximately 11:00 a.m. London time, on the day that is two London Banking Days preceding the Reset Date to prime banks in the London interbank market for a period of the designated maturity commencing on that Reset Date and in a representative amount. COTMF will request the principal London office of each of the Reference Banks to provide a quotation of its rate. If at least two such quotations are provided, the rate for that Reset Date will be the arithmetic mean of the quotations. If fewer than two quotations are provided as requested, the rate for that Reset Date will be the arithmetic mean of the rates quoted by major banks in New York City, selected by COTMF, at approximately 11:00 a.m., New York City time, on that Reset Date for loans in U.S. Dollars to leading European banks for a period of the designated maturity commencing on that Reset Date and in a representative amount.

The Seller Interest Rate for this Note shall be reset every one (1) month during the term hereof at the expiration of each respective LIBOR Interest Period. A new applicable Seller Interest Rate shall be established every one (1) month during the term hereof at the end of the preceding LIBOR Interest Period (the "Reset Date"). On each Reset Date, a new applicable Seller Interest Rate shall be established using the one (1) month LIBOR rate in effect two (2) business days prior to each respective Reset Date. Each change in the applicable Seller Interest Rate at the end of each incremental LIBOR Interest Period during the term hereof shall effect a simultaneous and corresponding change in the interest rate hereunder on each respective Reset Date without notice to the Borrower. The initial applicable Seller Interest Rate will be calculated as Three and one-half (3.5%) percent above the LIBOR rate in effect two (2) business days prior to the date hereof.

Interest shall be payable on the dates and pursuant to the terms otherwise set forth in the Participation Agreement.

- 2. <u>Fixed Rate Conversion</u>. At any time after the six (6) month anniversary of the date of COTMF's payment to Seller for the Participant Investment, Seller shall have the right to convert the Seller Interest Rate from a floating rate to a fixed rate, by delivery a notice of conversion to COTMF at least three (3) Business Days prior to the proposed effective date of conversion. Such notice shall specify the effective date of such conversion (the "Effective Date"). From and after the Effective Date, Seller Interest Rate shall accrue and be payable at a fixed rate equal to three and one-half (3.5%) percent above the two (2) year LIBOR swap rate. Seller shall not have the right to convert the loan back to a floating rate and the Loan Maturity Date shall not change.
- 3. Entire Understanding. Any change in the Seller Interest Rate shall not effect the principal component of the repayment of Participant's investment. Except as set forth in this Addendum, the terms and conditions of the Schedule and the Participation Agreement shall remain in full force and effect and may not be modified except as provided therein.
- 4. <u>Pre-Payment Fee.</u> COTMF's right to collect the Pre-Payment Fee (as defined in the Participation Agreement) is hereby waived provided that Seller does not exercise its option to convert the Seller Interest Rate from a floating rate to a fixed rate.

| - Rain Ar | ON |
|---|----|
| By: By: Name: Name: Title: VP Date: 7.30.12 Date: Date: | |

Amendment No. 1 made this _____ day of November, 2010 to that certain Master Joint Participation Agreement dated August 2, 2010 by and between Tri Global Financial Services, Inc. ("Seller" or "Tri Global") and Capital One Taxi Medallion Finance (a trade name of All Points Capital Corp.) ("COTMF" or "Participant") hereafter, the "Master JPA".

WHEREAS, Seller and Participant are partners to the Master JPA and are desirous of amending the same.

NOW, THEREFORE, in consideration of the mutual promises contained herein, it is agreed as follows:

- 1. <u>Participation Schedule</u>. Exh. "1" to the Master JPA shall be replaced by the Participation Schedule and Variable Rate Addendum annexed hereto as Exh. "1".
- 2. <u>Participation Percentage</u>. The word "Borrower" on line 3, par. 1(i) of the Master JPA is changed to "Seller".
- 3. <u>ACH Payments</u>: The word "debt" on line 2, second full paragraph on page 5 of the Master JPA is changed to "debit".
- 4. Full Force and Effect. Except as specifically modified by the terms of this Amendment No. 1, the Master JPA remains in full force and effect and neither it nor this Amendment No. 1 may be amended or modified except in a writing executed by both Tri Global Financial Services, Inc. and Capital One Taxi Medallion Finance. Capitalized terms shall have the meaning give to them in the Master JPA.

| I KI GLOBAL FINANCIAL SERVICES, | CAPITAL ONE TAXI MEDALLION |
|---------------------------------|----------------------------|
| INC. | FINANCE |
| | |
| 3y: X \(\) \(\) \(\) | By: |
| Vame: DANTELLA ITIN | Name: |
| litle: VP | Title: |
| Date: 7.30.12 | Date: |
| | |

EXH. "1"

PARTICIPATION SCHEDULE OF TERMS TO MASTER JOINT PARTICIPATION AGREEMENT ("PARTICIPATION AGREEMENT") DATED AUGUST 2, 2010 BETWEEN TRI GLOBAL FINANCIAL SERVICES, INC. ("Seller") AND CAPITAL ONE TAXI MEDALLION FINANCE

| | · · · · · · · · · · · · · · · · · · · |
|---|---|
| Name of Loan Borrower: 5LS JET CAB CORP | Name of Guarantor(s): SYMON GARBER |
| Loan Amount to Borrower: \$ 1440 000 00 | Loan Maturity Date: AUGUST 10, 2015 |
| Participant's Investment: \$ 1440 000.00 | Participant Percentage: 100% |
| Loan Interest Rate: 3.75% | Seller Interest Rate: 3.49 % (if fixed rate) check here if variable rate and complete variable rate addendum |
| Monthly Loan Payment: \$\\\\ 4500, \omega O\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\ | Term of Loan in months: 36 Amortization period if different than Term Interest Only |
| Monthly Payment due COTMF \$ 4/88.00 | Other Terms: |

Participant hereby acquires the Participation Percentage referenced above in the Loan to the Borrower, pursuant to the Assignment and Transfer executed together herewith, all according to the economic terms reflected above. The terms of the Participation Agreement are incorporated into this Schedule by reference. Capitalized terms on this Schedule shall have the meaning given to them in the Participation Agreement. In the event of any conflict between the terms of this Schedule and the Master Joint Participation Agreement, then the Master Joint Participation Agreement shall govern. If the Amortization period exceeds the Term of the Loan, then the Loan is due and payable on the Loan Maturity Date.

| TRI GLOBAL FINANCIAL | CAPITAL ONE TAXI MEDALLION FINANCE |
|----------------------|------------------------------------|
| SERVICES, INC. | |
| By: Speuller the | By: |
| Name: DANIELLA ITIN | Name: |
| Title: VP. | Title: |
| Date: 7 30 12 | Date: |
| | |

EXH. "2"

ASSIGNMENT & TRANSFER

| FOR VALUE RECEIVED, the undersigned hereby irrevocably and uncondition | ionally sells |
|---|----------------|
| assigns and transfers to Capital One Taxi Medallion Finance, a trade name for All Po | ints Canital |
| Corp., its successor and assigns (collectively "COTMF"), all of the undersigned's rig | ht title and |
| interest in, to and under (but none of the undersigned's obligations under) the Loan se | nt, inic and |
| Exh. "I" hereto between the undersigned lender, and borrower ("Bor" "Obligation to be a second to borrower ("Bor"). | E TOTAL OH |
| "Obligor") together with all the sums payable thereunder and all of our right, title and | TOWER OF |
| and to the Collateral described therein (the "Collateral"), all guaranties or surety agree | interest in |
| all insurance and colleteral of any kind or nature which we have | aments, and |
| all insurance and collateral of any kind or nature which we have pertaining thereto, as | id all rights. |
| remedies and powers relating thereto, with good right in COTMF to collect and disch | arge the |
| same. Capitalized terms used herein shall have the meaning given to them in that cer | tain Master |
| Joint Participation Agreement between COTMF and the undersigned dated | پ 2010. |

We represent, warrant and agree as to the Loan that: A. We have (and COTMF will have) good title thereto and good title to (or a valid, perfected first priority security interest in) the Collateral and good right to sell, lease and transfer the same; B. It is a valid obligation arising out of a bona fide commercial loan to Obligor in the ordinary course of Obligor's business; C. It contains or describes the entire agreement and all instruments and other documents made or given in connection with such Loan; D. No representations, warranties or inducements not contained in the Loan have been made or given; E. It creates a first priority security interest in the Collateral in our favor; F. It and the Collateral are and will be free of any other liens and encumbrances and are and will be free of any claims, defenses, offsets and counterclaims real or claimed; G. All information furnished to COTMF and all statements made and unpaid balances shown in it are and will be true and correct, and the signature thereon, on any assignment and on any loan or guaranty or surety applicable to it are the genuine signatures of the persons having due authority and capacity; H. It is and will be enforceable against all parties thereto in accordance with its terms; I. We have complied, and it complies, with all applicable federal, state and municipal laws, rules or regulations, having the force of law regarding leases, security agreements, loans, subleases and installment paper (including, without limitation, the requirements of the Federal Equal Credit Opportunity Act, Regulation "B" thereunder and any applicable usury laws); J. It and all applicable financing statements have been properly and timely filed and recorded; K. The Collateral is and has been unconditionally accepted by Obligor and is and will be insured in accordance with the terms of the Loan and we have fulfilled and will fulfill our obligations to Obligor with respect thereto; L. We have not received any payments under the Loan unless indicated on Ex. "1". We subordinate to COTMF all liens and/or encumbrances (statutory and/or otherwise) which we may now have or may hereafter acquire and/or assert against the Collateral. COTMF may in our name endorse any notes and/or other related instruments now or hereafter given in connection with the Loan and all checks, drafts and other remittances relating to the Loan. We give express permission to COTMF to release, by operation or law or otherwise, and/or to compromise or adjust any or all rights against, and grant extensions of time of payment to, Obligor or any guarantor, surety or other person obligated on the Loan, and to substitute Borrower's and/or other obligors, without notice to us and without affecting our obligations hereunder. COTMF may, at any time, without prior

notice to us, appropriate and apply to the payment of any of our obligations to COTMF, any and all balances, sums, property, credits, accounts, reserves, collections, checks or other instruments belonging or payable to us and in COTMF's possession, and for such purposes, endorse our name on any such instrument for payment. We hereby waive notice of acceptance hereof, presentment for payment, demand, notice of protest and dishonor, notice of default or non-payment and notices of every kind and nature with respect to the Loan and/or related instruments and guarantees. In the event of any default under the Loan or any other lease, sublease, promissory note or security agreement at any time assigned by us to COTMF, we hereby waive and relinquish unto COTMF any interest that we may have in the Collateral and any monies that COTMF may be holding for our account. Any breach by the undersigned of the aforesaid representations or warranties shall entitle COTMF, in addition to any rights it has under the Master Joint Participation Agreement, to demand of the undersigned payment of the remaining balance due under the Loan.

We indemnify and hold COTMF harmless against any claim, suit, action, proceeding, judgment, loss, liability or expense (including, without limitation, attorneys' fees and costs) arising out of or based upon: (a) our breach of any agreement, representation or warranty contained herein in the Master Joint Participation Agreement or in the Loan; (b) any taxes, assessments or penalties imposed on any of the Collateral or on any payment received by us under the Loan; (c) any loss, damage or injury to property, persons, services or equipment resulting from or in connection with the delivery, installation, ownership, leasing, use, possession, control, operation, maintenance or repair of any of the Collateral; or (d) a failure to fully and timely comply with any and all applicable laws and/or regulations relating to disclosures, the giving of notices, the obtaining of any necessary permits, approvals, licenses, certificates and the like, and/or the making of any required filings and/or recordings, in each case in connection with the Collateral and/or the transaction evidenced by the Loan. This Assignment and Transfer shall be governed by the laws of the State of New York, without regard to principles of conflicts of law or choice of law. We hereby irrevocably (i) consent to the jurisdiction and venue of the state and federal courts sitting in Nassau County, New York, in any action or proceeding arising out of or relating to this Assignment; (ii) agree that service of process in any such action or proceeding may be given to us by mail to our address shown below; and (iii) WAIVE TRIAL BY JURY and the right to interpose any defense, offset or counterclaim of any kind in any such action or proceeding.

IN WITNESS WHEREOF, we have caused this Assignment and Transfer to be executed this 30 day of <u>Tuy</u>, <u>2012</u>.

TRI GLOBAL FINANCIAL SERVICES, INC.

(Assignor)

Address: 2617

WABASH AVE

e chicago

Date

7.30.12

IL 60616

Variable Rate Addendum

| | This Addendum to that P | articipation Schedule of Terms for COTMF Loan |
|-----------|-----------------------------|---|
| # | dated | 2010 (the "Schedule") to the Master Joint |
| Particip | pation Agreement ("Partic | ipation Agreement") dated August 2, 2010 between Tr |
| Global | Financial Services, Inc. (' | "Seller") and Capital One Taxi Medallion Finance |
| ("COT | MF") is made a part of the | e Schedule and incorporates by reference all the |
| proview | ons thereof. | beneatite and incorporates by reference all the |
| DIO A 121 | ons increor. | |

Whereas, the Seller has selected a variable rate of interest as the Seller Interest Rate as detailed below.

Whereas, the Seller has requested the ability to convert the Seller Interest Rate to a fixed rate during the term of the Loan,

Now Therefore, it is agreed as follows:

1. <u>Sciler Interest Rate</u>. The Seller Interest Rate due hereunder shall bear interest at an annual rate, for each applicable LIBOR Interest Period, equal to three hundred fifty (350) basis points above LIBOR (as such term is defined herein). The initial LIBOR Interest Period shall commence on the date hereof and end on the 30th day of the next full calendar month after the date hereof.

For purposes hereof, "LIBOR" means, with respect to each Period, the rate for deposits in U.S. Dollars for a period of the Designated Maturity which appears on the Reuters Screen LIBOR01 Page as of 11:00 a.m., London time, on the day that is two London Banking Days preceding that Reset Date. If such rate does not appear on the Reuters Screen LIBOR01 Page, the rate for that Reset Date will be determined as if the parties had specific "USD-LIBOR-Reference Banks" as the applicable Floating Rate Option.

"USD-LIBOR-Reference Banks" means that the rate for a Reset Date will be determined on the basis of the rates at which deposits in U.S. Dollars are offered by the Reference Banks at approximately 11:00 a.m. London time, on the day that is two London Banking Days preceding the Reset Date to prime banks in the London interbank market for a period of the designated maturity commencing on that Reset Date and in a representative amount. COTMF will request the principal London office of each of the Reference Banks to provide a quotation of its rate. If at least two such quotations are provided, the rate for that Reset Date will be the arithmetic mean of the quotations. If fewer than two quotations are provided as requested, the rate for that Reset Date will be the arithmetic mean of the rates quoted by major banks in New York City, selected by COTMF, at approximately 11:00 a.m., New York City time, on that Reset Date for loans in U.S. Dollars to leading European banks for a period of the designated maturity commencing on that Reset Date and in a representative amount.

The Seller Interest Rate for this Note shall be reset every one (1) month during the term hereof at the expiration of each respective LIBOR Interest Period. A new applicable Seller Interest Rate shall be established every one (1) month during the term hereof at the end of the preceding LIBOR Interest Period (the "Reset Date"). On each Reset Date, a new applicable Seller Interest Rate shall be established using the one (1) month LIBOR rate in effect two (2) business days prior to each respective Reset Date. Each change in the applicable Seller Interest Rate at the end of each incremental LIBOR Interest Period during the term hereof shall effect a simultaneous and corresponding change in the interest rate hereunder on each respective Reset Date without notice to the Borrower. The initial applicable Seller Interest Rate will be calculated as Three and one-half (3.5%) percent above the LIBOR rate in effect two (2) business days prior to the date hereof.

Interest shall be payable on the dates and pursuant to the terms otherwise set forth in the Participation Agreement.

- 2. <u>Fixed Rate Conversion</u>. At any time after the six (6) month anniversary of the date of COTMF's payment to Seller for the Participant Investment, Seller shall have the right to convert the Seller Interest Rate from a floating rate to a fixed rate, by delivery a notice of conversion to COTMF at least three (3) Business Days prior to the proposed effective date of conversion. Such notice shall specify the effective date of such conversion (the "Effective Date"). From and after the Effective Date, Seller Interest Rate shall accrue and be payable at a fixed rate equal to three and one-half (3.5%) percent above the two (2) year LIBOR swap rate. Seller shall not have the right to convert the loan back to a floating rate and the Loan Maturity Date shall not change.
- 3. <u>Entire Understanding</u>. Any change in the Seller Interest Rate shall not effect the principal component of the repayment of Participant's investment. Except as set forth in this Addendum, the terms and conditions of the Schedule and the Participation Agreement shall remain in full force and effect and may not be modified except as provided therein.
- 4. <u>Pre-Payment Fee.</u> COTMF's right to collect the Pre-Payment Fee (as defined in the Participation Agreement) is hereby waived provided that Seller does not exercise its option to convert the Seller Interest Rate from a floating rate to a fixed rate.

| TRI GLOBAL FINANCIAL SERVICES, INC. | CAPITAL ONE TAXI MEDALLION FINANCE |
|--|------------------------------------|
| By: Dulle ITIN Name: SANIELLA ITIN Title: VP Date: 7.30.12 | By: Name: Title: Date: |

Amendment No. 1 made this _____ day of November, 2010 to that certain Master Joint Participation Agreement dated August 2, 2010 by and between Tri Global Financial Services, Inc. ("Seller" or "Tri Global") and Capital One Taxi Medallion Finance (a trade name of All Points Capital Corp.) ("COTMF" or "Participant") hereafter, the "Master JPA".

WHEREAS, Seller and Participant are partners to the Master JPA and are desirous of amending the same.

NOW, THEREFORE, in consideration of the mutual promises contained herein, it is agreed as follows:

- 1. Participation Schedule. Exh. "1" to the Master JPA shall be replaced by the Participation Schedule and Variable Rate Addendum annexed hereto as Exh. "1".
- 2. <u>Participation Percentage</u>. The word "Borrower" on line 3, par. 1(i) of the Master JPA is changed to "Seller".
- 3. <u>ACH Payments</u>: The word "debt" on line 2, second full paragraph on page 5 of the Master JPA is changed to "debit".
- 4. Full Force and Effect. Except as specifically modified by the terms of this Amendment No. 1, the Master JPA remains in full force and effect and neither it nor this Amendment No. 1 may be amended or modified except in a writing executed by both Tri Global Financial Services, Inc. and Capital One Taxi Medallion Finance. Capitalized terms shall have the meaning give to them in the Master JPA.

| INC. | CAPITAL ONE TAXI MEDALLION FINANCE |
|-------------------------------------|------------------------------------|
| By: Della LL Name: DANTELLA ITIN | By: Name: |
| Title: VP | Title: |
| Date: 7.30.12 | Date: |

EXH. "1"

PARTICIPATION SCHEDULE OF TERMS TO MASTER JOINT PARTICIPATION AGREEMENT ("PARTICIPATION AGREEMENT") DATED AUGUST 2, 2010 BETWEEN TRI GLOBAL FINANCIAL SERVICES, INC. ("Seller") AND CAPITAL ONE TAXI MEDALLION FINANCE

| Name of Guarantor(s): VALENTINA 2LIBOR |
|---|
| HICAGO ELITE CAB CORP |
| oan Maturity Date: SEP, 10, 2015 |
| articipant Percentage: 100 % |
| eller Interest Rate: 3.49 % (if fixed rate) check here if variable rate and complete variable rate addendum |
| erm of Loan in months: 36 mortization period if different than Term INTEREST ONLY |
| ther Terms: |
| |
| e |

Participant hereby acquires the Participation Percentage referenced above in the Loan to the Borrower, pursuant to the Assignment and Transfer executed together herewith, all according to the economic terms reflected above. The terms of the Participation Agreement are incorporated into this Schedule by reference. Capitalized terms on this Schedule shall have the meaning given to them in the Participation Agreement. In the event of any conflict between the terms of this Schedule and the Master Joint Participation Agreement, then the Master Joint Participation Agreement shall govern. If the Amortization period exceeds the Term of the Loan, then the Loan is due and payable on the Loan Maturity Date.

| TRI GLOBAL FINANCIAL | CAPITAL ONE TAXI MEDALLION FINANCE |
|---|------------------------------------|
| SERVICES, INC. | |
| $S = (X_{\alpha} - I) I I I I I I I I I I I I I I I I I $ | |
| By: X Della / L | By: |
| Name: DANIELLA YTIN | Name: |
| Title: V.P. | Title: |
| Date: 8-28-2012 | Date: |
| | |

EXH. "2"

ASSIGNMENT & TRANSFER

| The same and the control of the cont | |
|--|--------------------|
| FOR VALUE RECEIVED, the undersigned hereby irrevocably and unconditionally assigns and transfers to Capital One Taxi Medallion Finance, a trade name for All Points C | 'anital |
| Corp., its successor and assigns (collectively "COTMF"), all of the undersigned's right, titl | ie and |
| interest in, to and under (but none of the undersigned's obligations under) the Loan set forth | h 0n |
| Exh. "I" hereto between the undersigned lender, and borrower ("Borrower" Obligor") together with all the | r ^{it} Or |
| "Obligor") together with all the sums payable thereunder and all of our right, title and interest | ectio |
| and to the Collateral described therein (the "Collateral"), all guaranties or surety agreement | e and |
| an insurance and collateral of any kind or nature which we have pertaining thereto, and all t | righte |
| remedies and powers relating thereto, with good right in COTMF to collect and discharge the | he |
| same. Capitalized terms used herein shall have the meaning given to them in that certain M | 1aster |
| Joint Participation Agreement between COTMF and the undersigned dated . 201 | |

We represent, warrant and agree as to the Loan that: A. We have (and COTMF will have) good title thereto and good title to (or a valid, perfected first priority security interest in) the Collateral and good right to sell, lease and transfer the same; B. It is a valid obligation arising out of a bona fide commercial loan to Obligor in the ordinary course of Obligor's business; C. It contains or describes the entire agreement and all instruments and other documents made or given in connection with such Loan; D. No representations, warranties or inducements not contained in the Loan have been made or given; E. It creates a first priority security interest in the Collateral in our favor; F. It and the Collateral are and will be free of any other liens and encumbrances and are and will be free of any claims, defenses, offsets and counterclaims real or claimed; G. All information furnished to COTMF and all statements made and unpaid balances shown in it are and will be true and correct, and the signature thereon, on any assignment and on any loan or guaranty or surety applicable to it are the genuine signatures of the persons having due authority and capacity; H. It is and will be enforceable against all parties thereto in accordance with its terms; I. We have complied, and it complies, with all applicable federal, state and municipal laws, rules or regulations, having the force of law regarding leases, security agreements, loans, subleases and installment paper (including, without limitation, the requirements of the Federal Equal Credit Opportunity Act, Regulation "B" thereunder and any applicable usury laws); J. It and all applicable financing statements have been properly and timely filed and recorded; K. The Collateral is and has been unconditionally accepted by Obligor and is and will be insured in accordance with the terms of the Loan and we have fulfilled and will fulfill our obligations to Obligor with respect thereto; L. We have not received any payments under the Loan unless indicated on Ex. "1". We subordinate to COTMF all liens and/or encumbrances (statutory and/or otherwise) which we may now have or may hereafter acquire and/or assert against the Collateral. COTMF may in our name endorse any notes and/or other related instruments now or hereafter given in connection with the Loan and all checks, drafts and other remittances relating to the Loan. We give express permission to COTMF to release, by operation or law or otherwise, and/or to compromise or adjust any or all rights against, and grant extensions of time of payment to, Obligor or any guarantor, surety or other person obligated on the Loan, and to substitute Borrower's and/or other obligors, without notice to us and without affecting our obligations hereunder. COTMF may, at any time, without prior

notice to us, appropriate and apply to the payment of any of our obligations to COTMF, any and all balances, sums, property, credits, accounts, reserves, collections, checks or other instruments belonging or payable to us and in COTMF's possession, and for such purposes, endorse our name on any such instrument for payment. We hereby waive notice of acceptance hereof, presentment for payment, demand, notice of protest and dishonor, notice of default or non-payment and notices of every kind and nature with respect to the Loan and/or related instruments and guarantees. In the event of any default under the Loan or any other lease, sublease, promissory note or security agreement at any time assigned by us to COTMF, we hereby waive and relinquish unto COTMF any interest that we may have in the Collateral and any monies that COTMF may be holding for our account. Any breach by the undersigned of the aforesaid representations or warranties shall entitle COTMF, in addition to any rights it has under the Master Joint Participation Agreement, to demand of the undersigned payment of the remaining balance due under the Loan.

We indemnify and hold COTMF harmless against any claim, suit, action, proceeding, judgment, loss, liability or expense (including, without limitation, attorneys' fees and costs) arising out of or based upon: (a) our breach of any agreement, representation or warranty contained herein in the Master Joint Participation Agreement or in the Loan; (b) any taxes, assessments or penalties imposed on any of the Collateral or on any payment received by us under the Loan; (c) any loss, damage or injury to property, persons, services or equipment resulting from or in connection with the delivery, installation, ownership, leasing, use, possession, control, operation, maintenance or repair of any of the Collateral; or (d) a failure to fully and timely comply with any and all applicable laws and/or regulations relating to disclosures, the giving of notices, the obtaining of any necessary permits, approvals, licenses, certificates and the like, and/or the making of any required filings and/or recordings, in each case in connection with the Collateral and/or the transaction evidenced by the Loan. This Assignment and Transfer shall be governed by the laws of the State of New York, without regard to principles of conflicts of law or choice of law. We hereby irrevocably (i) consent to the jurisdiction and venue of the state and federal courts sitting in Nassau County, New York, in any action or proceeding arising out of or relating to this Assignment; (ii) agree that service of process in any such action or proceeding may be given to us by mail to our address shown below; and (iii) WAIVE TRIAL BY JURY and the right to interpose any defense, offset or counterclaim of any kind in any such action or proceeding.

IN WITNESS WHEREOF, we have caused this Assignment and Transfer to be executed this 28 day of $\frac{\text{August}}{\text{August}}$, $\frac{2012}{\text{August}}$.

TRI GLOBAL FINANCIAL SERVICES, INC.

(Assignor)

By: Dull

Address: 2617 S. WABASH ANE CHICAGO IL 60601

Date: 8-28-2012

Variable Rate Addendum

| <i>ŦŦ</i> | dated | t Participation Schedule of Terms for COTMF Loan 2010 (the "Schedule") to the Master Joint |
|-----------------|-------------------------|--|
| Global ("COT | Financial Services, Inc | ticipation Agreement") dated August 2, 2010 between Tri . ("Seller") and Capital One Taxi Medallion Finance the Schedule and incorporates by reference all the |

Whereas, the Seller has selected a variable rate of interest as the Seller Interest Rate as detailed below.

Whereas, the Seller has requested the ability to convert the Seller Interest Rate to a fixed rate during the term of the Loan,

Now Therefore, it is agreed as follows:

1. <u>Seller Interest Rate</u>. The Seller Interest Rate due hereunder shall bear interest at an annual rate, for each applicable LIBOR Interest Period, equal to three hundred fifty (350) basis points above LIBOR (as such term is defined herein). The initial LIBOR Interest Period shall commence on the date hereof and end on the 30th day of the next full calendar month after the date hereof.

For purposes hereof, "LIBOR" means, with respect to each Period, the rate for deposits in U.S. Dollars for a period of the Designated Maturity which appears on the Reuters Screen LIBOR01 Page as of 11:00 a.m., London time, on the day that is two London Banking Days preceding that Reset Date. If such rate does not appear on the Reuters Screen LIBOR01 Page, the rate for that Reset Date will be determined as if the parties had specific "USD-LIBOR-Reference Banks" as the applicable Floating Rate Option.

"USD-LIBOR-Reference Banks" means that the rate for a Reset Date will be determined on the basis of the rates at which deposits in U.S. Dollars are offered by the Reference Banks at approximately 11:00 a.m. London time, on the day that is two London Banking Days preceding the Reset Date to prime banks in the London interbank market for a period of the designated maturity commencing on that Reset Date and in a representative amount. COTMF will request the principal London office of each of the Reference Banks to provide a quotation of its rate. If at least two such quotations are provided, the rate for that Reset Date will be the arithmetic mean of the quotations. If fewer than two quotations are provided as requested, the rate for that Reset Date will be the arithmetic mean of the rates quoted by major banks in New York City, selected by COTMF, at approximately 11:00 a.m., New York City time, on that Reset Date for loans in U.S. Dollars to leading European banks for a period of the designated maturity commencing on that Reset Date and in a representative amount.

The Seller Interest Rate for this Note shall be reset every one (1) month during the term hereof at the expiration of each respective LIBOR Interest Period. A new applicable Seller Interest Rate shall be established every one (1) month during the term hereof at the end of the preceding LIBOR Interest Period (the "Reset Date"). On each Reset Date, a new applicable Seller Interest Rate shall be established using the one (1) month LIBOR rate in effect two (2) business days prior to each respective Reset Date. Each change in the applicable Seller Interest Rate at the end of each incremental LIBOR Interest Period during the term hereof shall effect a simultaneous and corresponding change in the interest rate hereunder on each respective Reset Date without notice to the Borrower. The initial applicable Seller Interest Rate will be calculated as Three and one-half (3.5%) percent above the LIBOR rate in effect two (2) business days prior to the date hereof.

Interest shall be payable on the dates and pursuant to the terms otherwise set forth in the Participation Agreement.

- Fixed Rate Conversion. At any time after the six (6) month anniversary of the date of COTMF's payment to Seller for the Participant Investment, Seller shall have the right to convert the Seller Interest Rate from a floating rate to a fixed rate, by delivery a notice of conversion to COTMF at least three (3) Business Days prior to the proposed effective date of conversion. Such notice shall specify the effective date of such conversion (the "Effective Date"). From and after the Effective Date, Seller Interest Rate shall accrue and be payable at a fixed rate equal to three and one-half (3.5%) percent above the two (2) year LIBOR swap rate. Seller shall not have the right to convert the loan back to a floating rate and the Loan Maturity Date shall not change.
- Entire Understanding. Any change in the Seller Interest Rate shall not effect the principal component of the repayment of Participant's investment. Except as set forth in this Addendum, the terms and conditions of the Schedule and the Participation Agreement shall remain in full force and effect and may not be modified except as provided therein.
- 4. Pre-Payment Fee. COTMF's right to collect the Pre-Payment Fee (as defined in the Participation Agreement) is hereby waived provided that Seller does not exercise its option to convert the Seller Interest Rate from a floating rate to a fixed rate.

TRI GLOBAL FINANCIAL SERVICES,

| CAPITAL ONE TAXI MEDALLION FINANCE |
|------------------------------------|
| Ву: |
| Name: |
| Title: |
| Date: |
| |

Amendment No. 1 made this _____ day of November, 2010 to that certain Master Joint Participation Agreement dated August 2, 2010 by and between Tri Global Financial Services, Inc. ("Seller" or "Tri Global") and Capital One Taxi Medallion Finance (a trade name of All Points Capital Corp.) ("COTMF" or "Participant") hereafter, the "Master JPA".

WHEREAS, Seller and Participant are partners to the Master JPA and are desirous of amending the same.

NOW, THEREFORE, in consideration of the mutual promises contained herein, it is agreed as follows:

- 1. <u>Participation Schedule</u>. Exh. "1" to the Master JPA shall be replaced by the Participation Schedule and Variable Rate Addendum annexed hereto as Exh. "1".
- 2. <u>Participation Percentage</u>. The word "Borrower" on line 3, par. 1(i) of the Master JPA is changed to "Seller".
- 3. ACH Payments: The word "debt" on line 2, second full paragraph on page 5 of the Master JPA is changed to "debit".
- 4. <u>Full Force and Effect</u>. Except as specifically modified by the terms of this Amendment No. 1, the Master JPA remains in full force and effect and neither it nor this Amendment No. 1 may be amended or modified except in a writing executed by both Tri Global Financial Services, Inc. and Capital One Taxi Medallion Finance. Capitalized terms shall have the meaning give to them in the Master JPA.

| TRI GLOBAL FINANCIAL SERVICES, INC. | CAPITAL ONE TAXI MEDALLION FINANCE |
|-------------------------------------|------------------------------------|
| By: Deulla Llu | Ву: |
| Name: DANIELLA ITIN litle: VP | Name: |
| | Title: |
| Date: 8-28-2012 | Date: |
| | |